



**Official Report of the Proceedings
of the
BOARD OF EDUCATION
of the City of Chicago**

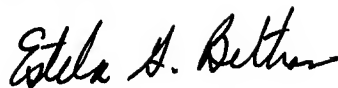
**Regular Meeting-Wednesday, July 27, 2011
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**David J. Vitale
President**

**Estela G. Beltran
Secretary**

ATTEST:



Secretary of the Board of Education
of the City of Chicago

President Vitale took the Chair and the meeting being called to order there were then:

PRESENT: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 6

ABSENT: Ms. Zopp - 1

ALSO PRESENT: Jean Claude Brizard, Chief Executive Officer, Dr. Noemi Donoso, Chief Education Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Jean Claude Brizard, Chief Executive Officer, and Dr. Noemi Donoso, Chief Education Officer gave a presentation regarding Reinventing Chicago Public School to Better Serve All Students.

Mr. Calvin Davis, Director, Department of Sports Administration, gave a presentation on the Concussion Management Policy [11-0727-PO1]. Mr. James Bebley, First Deputy General Counsel, gave a presentation on the Student Code of Conduct for Chicago Public Schools for the 2011-2012 School Year [11-0727-PO2].

President Vitale thereupon opened the floor to the Public Participation segment of the Board Meeting.

Dr. Hines presented the following Motion:

11-0727-MO1

MOTION TO CLOSE

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act; setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act; pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; the review or discussion of claims, loss or risk management information, records, data, advice or communications

from or with respect to any insurer of the public body pursuant to Section 2(c)(12) of the Open Meetings Act and discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act.

Mr. Sierra moved to adopt Motion 11-0727-MO1

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 6

Nays: None

President Vitale thereupon declared Motion 11-0727-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on July 27, 2011, beginning at 1:56 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.**
- (2) PRESENT: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 6**
- (3) ABSENT: Ms. Zopp - 1**
 - A. Other Reports**
 - B. Warning Resolutions**
 - C. Terminations**
 - D. Personnel**
 - E. Collective Bargaining**
 - F. Real Estate**
 - G. Security**
 - H. Closed Session Minutes**

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 5

Members absent after Closed Session: Mr. Bienen, and Ms. Zopp - 2

11-0727-AR2

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
FRANCZEK RADELET P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Franczek Radelet P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Franczek Radelet P.C. The firm provides legal services to the Board for general litigation, labor negotiations, consultation and strategy developments. Additional authorization for the firm's services is requested in the amount of \$600,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$600,000.00 to Law Department- Legal and Supportive Service - Professional Services
Budget Classification Fiscal Year 2012.....10455-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

11-0727-AR3

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
GONZALEZ SAGGIO AND HARLAN, LLC**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Gonzalez Saggio and Harlan, LLC

DESCRIPTION: The General Counsel has continued retention of the law firm of Gonzalez Saggio and Harlan, LLC. The firm will provide legal services to the Board and the CEO in the area of property tax assessment appeals filed before the Property Tax Appeal Board (PTAB). Authorization for the firm's services is requested in the amount of \$50,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$50,000.00 to Law Department - Legal and Supportive Services – Professional Services: Budget Classification Fiscal Year 2012.....10455-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-AR4

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
MECKLER BULGER TILSON MARICK & PEARSON, LLP**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Meckler Bulger Tilson Marick & Pearson, LLP.

DESCRIPTION: The General Counsel has continued retention of the law firm Meckler Bulger Tilson Marick & Pearson, LLP. The firm provides litigation support services to the Board related to an insurance-coverage dispute arising from a personal injury case. Additional authorization for the firm's services is requested in the amount of \$75,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$75,000.00 to Law Department- Legal and Supportive Service - Professional Services
Budget Classification Fiscal Year 2012..... 10455-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-AR5

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
PUGH JONES JOHNSON & QUANDT, P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Pugh Jones Johnson & Quandt, P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Pugh Jones Johnson & Quandt, P.C. The firm will provide legal services to the Board and the CEO in the area of property tax assessment appeals filed before the Property Tax Appeal Board (PTAB). Authorization for the firm's services is requested in the amount of \$50,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: This firm is a MBE.

FINANCIAL: Charge \$50,000.00 to Law Department- Legal and Supportive Service – Professional Services
Budget Classification Fiscal Year 2012..... 10455-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-AR6

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
SHEFSKY & FROELICH, LTD.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Shesky & Froelich, Ltd.

DESCRIPTION: The General Counsel has continued retention of the law firm Shesky & Froelich, Ltd. to represent the Board in the Corey H. matter and to provide counseling and representation in other matters including affirmative action and student assignment. Additional authorization is requested in the amount of \$250,000 to compensate the firm for expenses related to the retention of experts and consultant services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$250,000.00 to Law Department- Legal and Supportive Service - Professional Services
Budget Classification Fiscal Year 2012 10455-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Vitale thereupon declared Board Reports 11-0727-AR2 through 11-0727-AR6 accepted.

11-0727-AR7

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
CAROLLYNN CHMIELEWSKI – 10 WC 9084**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Carollynn Chmielewski Case No. 10 WC 9084 and subject to the approval of the Illinois Commission, in the amount of **\$76,309.32**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012 \$76,309.32

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-AR8

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
FREDDIE COOKSEY – 07 WC 20686**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Freddie Cooksey Case No. 07 WC 20686 and subject to the approval of the Illinois Commission, in the amount of **\$166,392.06**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012..... **\$166,392.06**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-AR9

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
ELMER JOHNSON – 08 WC 12960**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Elmer Johnson Case No. 08 WC 12960 and subject to the approval of the Illinois Commission, in the amount of **\$85,000.00**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012 \$85,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-AR10

AUTHORIZE SETTLEMENT OF CLAIM BY LEXINGTON INSURANCE COMPANY

THE GENERAL COUNSEL RECOMMENDS THE FOLLOWING:

Authorize a settlement and release between the Board and Lexington Insurance Company regarding the Board's claim for payment for water damage sustained at Sumner School from broken water main on September 29, 2009.

Information pertinent to this settlement agreement is as follows:

ENTITIES: Lexington Insurance Company
Policy: LXI-1951

HISTORY: In 2008, Sumner School sustained extensive water damage due to a broken water main. Damage included extensive flooding of basement, where boilers were located. The Board's claim included cleanup, temporary heat, electrical repairs, gym floor, and replacement of boilers.

DESCRIPTION OF SETTLEMENT: Lexington Insurance Company determined loss to be \$2,053,127.63. The Board retains a \$500,000 deductible, and received advances in the amount of \$1,155,190.19. Lexington proposes final settlement payment of \$397,937.44.

AUTHORIZATION: Authorize the General Counsel to negotiate and execute a settlement agreement as to legal form between the Board and Lexington Insurance Company.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Not applicable.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 5

Nays: None

President Vitale thereupon declared Board Reports 11-0727-AR7 through 11-0727-AR10 adopted.

11-0727-AR11

**PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR
CHASE PLAZA'S APPEALS REGARDING ITS
PROPERTY FOR TAX YEARS 2000-08**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of appeals by Chase Plaza regarding its commercial property at 10 South Dearborn, Chicago, Illinois, for the 2000-2008 tax years. This settlement results in a total refund of approximately \$6,614,607, plus interest to be calculated by the Cook County Treasurer pursuant to statute. Current interest on the refunded amounts is estimated to be approximately \$1,250,000 and will be calculated by the Treasurer at the time the refund for each tax year is processed. This settlement will preserve for the Board's use approximately \$31,300,000 in future real estate revenues. The refunds will be implemented by reductions in the Board's property tax collections in calendar year 2011 or thereafter. This settlement does not involve a direct payout of Board funds.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interests

LSC REVIEW: Local school council approval is not applicable to this report

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2011 or thereafter
..... \$6,614,607, plus interest

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS: Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.1 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code, adopted May 25, 2011 (11-0525-PO2), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 11-0727-AR11.

President Vitale indicated that if there were no objections, Board Report 11-0727-AR11 with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 11-0727-AR11 adopted.

11-0727-EX4

APPOINT BUDGET AND GRANTS MANAGEMENT OFFICER
(Ginger Ostro)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Approve the appointment of Ginger Ostro to the position of Budget and Grants Management Officer, effective July 5, 2011 at the salary set forth below:

DESCRIPTION:

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|--------------|--------------|--|
| Ginger Ostro | New Employee | Functional Title: Officer External Title: Budget and Grants Management Officer Department: Finance Position Number: 245709 Base Salary: \$167,000 Pay Band: A09 Budget classification: 12610-115-52100-252206-000000 |

LSC REVIEW: Local School Council review is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY12 department budget.

11-0727-EX5

TRANSFER AND APPOINT CHIEF INSTRUCTION OFFICER
(Jennifer Cheatham)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Jennifer Cheatham to the position of Chief Instruction Officer effective July 1, 2011.

DESCRIPTION:

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|-------------------|---|---|
| Jennifer Cheatham | External Title: Chief Area Officer Functional Title: Officer Position No.: 385865 Base Salary: \$151,131.43 Pay Band: A09 Budget Classification: 05091-367-51100-221080-433118 | External Title: Chief Instruction Officer Functional Title: Executive Officer Position No.: Base Salary: \$175,000 (15.8% Increase) Pay Band: A10 Budget Classification: |

LSC REVIEW: Local School Council review is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: The Chief Instruction Officer is provided with a retention payment of \$10,000 which is subject to repayment to the Board in the event this employee's employment is voluntarily terminated within 12 months of this board report. The expenditure involved in this report is not in excess of the regular budget appropriation.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY12 department budget.

President Vitale indicated that if there were no objections, Board Reports 11-0727-EX4 and 11-0727-EX5 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0727-EX4 and 11-0727-EX5 adopted.

11-0727-EX6

**WARNING RESOLUTION – JENA BRANNON
TENURED TEACHER, PAUL ROBESON HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Jena Brannon and that a copy of this Board Report and Warning Resolution be served upon Jena Brannon.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Jena Brannon, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jena Brannon pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX7

**WARNING RESOLUTION – DANA FITZPATRICK
TENURED TEACHER, ASSIGNED TO ANTHONY OVERTON ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Dana Fitzpatrick and that a copy of this Board Report and Warning Resolution be served upon Dana Fitzpatrick.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Dana Fitzpatrick, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Dana Fitzpatrick, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX8

**WARNING RESOLUTION – CHRISTY GROBART
TENURED TEACHER, ASSIGNED TO HAMILTON ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Christy Grobart and that a copy of this Board Report and Warning Resolution be served upon Christy Grobart.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Christy Grobart, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Christy Grobart pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX9

**WARNING RESOLUTION – BERNADINE HARRIS
TENURED TEACHER, ASSIGNED TO CHICAGO VOCATIONAL CAREER ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Bernadine Harris and that a copy of this Board Report and Warning Resolution be served upon Bernadine Harris.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Bernadine Harris, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Bernadine Harris, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

11-0727-EX10

**WARNING RESOLUTION – TERRY MITTER
TENURED TEACHER, JAMES RUSSELL LOWELL SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Terry Mitter and that a copy of this Board Report and Warning Resolution be served upon Terry Mitter.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Terry Mitter, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Terry Mitter pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

11-0727-EX11

**WARNING RESOLUTION – REMCO PAAP
TENURED TEACHER, ALFRED DAVID KOHN SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Remco Paap and that a copy of this Board Report and Warning Resolution be served upon Remco Paap.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be

adopted and issued to Remco Paap, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Remco Paap pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX12

**WARNING RESOLUTION – MAKESHA PATTON
TENURED TEACHER, CITYWIDE**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Makesha Patton and that a copy of this Board Report and Warning Resolution be served upon Makesha Patton.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Makesha Patton, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Makesha Patton pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX13

**WARNING RESOLUTION – FRANK RUIZ
TENURED TEACHER, ASSIGNED TO DONALD L. MORRILL MATH & SCIENCE
ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Frank Ruiz and that a copy of this Board Report and Warning Resolution be served upon Frank Ruiz.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Frank Ruiz, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Frank Ruiz pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Frank Ruiz.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

11-0727-EX14

**WARNING RESOLUTION – MARY STALZER
TENURED TEACHER, LAFAYETTE ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Mary Stalzer and that a copy of this Board Report and Warning Resolution be served upon Mary Stalzer.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Mary Stalzer, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Mary Stalzer pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

11-0727-EX15

**WARNING RESOLUTION – ANGELA TAGARIS
TENURED TEACHER, WILLIAM E. DEVER SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Angela Tagaris and that a copy of this Board Report and Warning Resolution be served upon Angela Tagaris.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Angela Tagaris, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Angela Tagaris pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX16

**WARNING RESOLUTION – PATRICIA UNDERWOOD
TEACHER, ASSIGNED TO EARLE ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Patricia Underwood, and that a copy of the Board Report and Warning Resolution be served upon Patricia Underwood.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Patricia Underwood, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Patricia Underwood, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

11-0727-EX17

**WARNING RESOLUTION – LESA WALLACE-MEYER
TENURED TEACHER, ALEXANDER GRAHAM SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Lesa Wallace-Meyer and that a copy of this Board Report and Warning Resolution be served upon Lesa Wallace-Meyer.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Lesa Wallace-Meyer, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Lesa Wallace-Meyer pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Reports 11-0727-EX6 through 11-0727-EX17 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0727-EX6 through 11-0727-EX17 adopted.

11-0727-EX18

**ADOPT FINDING THAT PUPILS ARE NON-RESIDENTS
OF THE CITY OF CHICAGO INDEBTED TO THE
CHICAGO PUBLIC SCHOOLS FOR NON-RESIDENT TUITION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) finds that the parent of former CPS pupils (ID #42378410 and 42379190) was a non-resident of the City of Chicago for a period of the time the identified students attended the Chicago Public Schools; (ii) holds the pupils' parent accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for the time of enrollment, which occurred between September 2009 through June 2010, in the amount of \$21,485.14; (iii) rejects any objections by the parent to the Board's findings; and (iv) bars the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full.

DESCRIPTION:

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-12 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the

pupil, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district unless the required tuition is paid for the pupil.

The parent requested a hearing. Ms. Margaret Fitzpatrick, Esq., an independent hearing officer, presided over the hearing on June 1, 2011, in an efficient and impartial manner. The hearing officer submitted a written report summarizing all relevant evidence offered during the hearing, making findings of fact, and determined that the pupils were non-residents and the parent owes non-resident tuition.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: Affirmative action review is not applicable to this report.

FINANCIAL: If the pupils are found to have been non-residents during any time the pupils attended the Chicago Public Schools, the person(s) who enrolled the pupils shall be charged tuition for that time.

PERSONNEL IMPLICATIONS: None.

President Vitale indicated that if there were no objections, Board Report 11-0727-EX18 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 11-0727-EX18 adopted.

11-0727-RS7

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS EDUCATIONAL SUPPORT PERSONNEL**

WHEREAS, on July 5, 2011 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

| Name | School | Effective Date |
|-----------------|---------------------------|----------------|
| Miles Alexander | Gregory Elementary School | July 27, 2011 |
| Mark Baltazar | Peck Elementary School | July 27, 2011 |
| Guy Mason | Christian Fenger Academy | July 27, 2011 |

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation,

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel.
3. The Chief Executive Officer or designee shall notify the above-named educational support personnel of their dismissal.

11-0727-RS8

**RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY
CERTIFIED AND APPOINTED TEACHERS**

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, *et. seq.*) to lay off employees, and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6, and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire, and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

| First Name | Last Name | Termination Date |
|------------|-----------|------------------|
| Lara | Martinez | July 29, 2011 |
| Towana | Muhammad | July 29, 2011 |

President Vitale indicated that if there were no objections, Board Reports 11-0727-RS7 and 11-0727-RS8 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0727-RS7 and 11-0727-RS8 adopted.

Vice President Ruiz presented the following Motion.

11-0727-MO2

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS
(JANUARY 2011 THROUGH JUNE 2011)**

MOTION ADOPTED that the reading of the records of the Regular Meetings of January 26, 2011, February 23, 2011, March 23, 2011, April 27, 2011, May 25, 2011, Special Meeting of June 15, 2011, and the Regular Meeting of June 22, 2011 as published be dispensed with, and the records thereof be approved.

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 5

Nays: None

President Vitale thereupon declared Motion 11-0727-MO2 adopted.

Mr. Ruiz presented the following Motion.

11-0727-MO3

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL ALL
EXISTING CLOSED SESSION MINUTES (JULY 1995 THROUGH JUNE 2011)**

MOTION ADOPTED that pursuant to Section 2.06(d) of the Open Meetings Act, the Board Members have reviewed the minutes of all existing prior closed session minutes between July 1995 and June 2011. The Board Members have determined that the need for confidentiality still exists as to all of those minutes. Therefore, these minutes will not be available for public inspection.

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, and President Vitale – 5

Nays: None

President Vitale thereupon declared Motion 11-0727-MO3 adopted.

11-0727-OP4

**AUTHORIZE ENTERING INTO A LEASE AGREEMENT
WITH THE CHICAGO PARK DISTRICT FOR GATELY STADIUM**

THE CHIEF EXECUTIVE OFFICER REQUESTS THE FOLLOWING ACTION:

Approve entering into a Lease Agreement with the Chicago Park District for Gately Stadium located in Gately Park in Chicago, Illinois. A written Lease Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not fully executed within 90 days of the date of this Board Report. Information pertinent to the Lease is stated below.

LANDLORD: Chicago Park District
541 North Fairbanks Court
Chicago, IL 60611
Contact: Gia Biagi
Phone: (312) 742-7529
E-mail: gia.biagi@chicagoparkdistrict.com

TENANT: Board of Education of the City of Chicago

PREMISES: Gately Stadium, located within Gately Park, at 810 East 103rd Street, Chicago, Illinois 60628.

USE: The Premises to be used for athletic and recreational events

ORIGINAL LEASE: The original lease agreement (authorized by Board Report 86-0910-RE1 and amended by 87-0812-RE14) is for a term that commenced September 1, 1986, and ends August 31, 2011.

NEW LEASE TERM: The term of the new lease agreement shall be for 25 years, commencing on September 1, 2011, and ending August 31, 2036

RENT: \$1.00 per year.

CAPITAL IMPROVEMENTS TO BE MADE BY THE BOARD: The Board shall have the right to make additions, alterations or improvements to the Premises at its own expense, so long as such additions, alterations or improvements are consistent with the use of the Premises and the lease. The following stadium improvements by CPS are in process as approved under the FY2011 Capital Improvement Budget in the amount of \$4,000,000:

- a. Replace turf field
- b. Replace asphalt apron around the field with a concrete apron
- c. Replace concrete sidewalk
- d. Replace fencing
- e. Replace 10% of bleacher seating
- f. Replace both the press box and coaches box with new prefabricated units
- g. Masonry/tuckpointing work
- h. Paint structural steel
- i. Interior work to build out unisex bathroom
- j. Electrical renovations beneath bleachers for safety requirements

TAXES AND UTILITIES: The Premises is exempt from property taxes. In the event property taxes levied against the Premises, the Board shall pay such taxes assessed against the Premises during term of the lease. The Board shall also pay all utility charges incurred on the Premises for gas electricity during the term of the lease, excluding those utilities that are separately metered for the Chicago Park District's sole use.

CONCESSIONS: The Board shall have the exclusive right to control and operate all stadium concessions and shall receive any and all payments due or which shall become due

MAINTENANCE, REPAIR AND INSURANCE: The Board shall keep the Premises in good condition, maintain and repair the Premises as necessary and return the Premises to the Chicago Park District in good condition (excepting normal wear and tear) at the end of the lease term. The Chicago Park District shall be responsible for maintenance, repairs and other expenses of the areas of Gately Park not subject to the lease.

INSURANCE/INDEMNIFICATION: Insurance and indemnification provisions shall be negotiated by the General Counsel.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the Lease Agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this matter

FINANCIAL: The estimated annual utility costs are \$12,000.00.

Source of funds: Operations

Budget lines: 11880-230-53115-254002-000000-2012 (electric)
11880-230-53120-254002-000000-2012 (gas)

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Ms. Pritzker abstained on Board Report 11-0727-OP4

President Vitale indicated that if there were no objections, Board Report 11-0727-OP4 with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 11-0727-OP4 adopted.

Unfinished Business – June 22, 2011 Board Meeting

11-0622-PR9

**APPROVE ENTERING INTO AGREEMENTS WITH CARNOW, CONIBEAR AND ASSOCIATES AND
GSG CONSULTANT'S INC.
FOR ENVIRONMENTAL CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Carnow, Conibear Associates and GSG Consultant's, Inc. to provide environmental consulting services to the Department of Operations at an aggregate cost not to exceed \$5,000,000 per year for the 3 year term. Consultants were selected on a competitive basis pursuant to Board Rule 7-2 (Specification No.: 10-250069). Written agreements for Consultants' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Consultant prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below

Specification Number : 10-250069

Contract Administrator : Knowles, Miss Demetra / 773-553-2250

VENDOR:

- 1) Vendor # 36789
CARNOW, CONIBEAR & ASSOCIATES.
300 W ADAMS ST., SUITE 1200
CHICAGO, IL 60606
Shirley Conibear
312-762-2913
312-783-5145
- 2) Vendor # 20966
GSG CONSULTANTS, INC
855 W ADAMS ST., SUITE 200
CHICAGO, IL 60607
Arturo Saenz
312-733-6262
312-733-5612

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Crivello, Miss Lynn A
773-553-2960

TERM

The term of each agreement shall commence on August 1, 2011 and shall end on July 31, 2014. Each agreement shall have 2 options to renew for periods of two years each.

EARLY TERMINATION RIGHT

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES

Consultants will provide Managing Environmental Consultant (MEC) services. The scope of work for MEC includes, but is not limited to:

- Provide Oversight/Management of environmental contractors;
- Provide Audit and Quality Assurance/Quality Control;
- Coordinate environmental work;
- Provide designs and bid specifications for environmental work;
- Collection and analysis of samples including, but not limited to, chemical, biological, asbestos, lead, soil, waste and air;
- Conduct Microbiological and indoor air quality assessments;
- Develop and provide educational services to the Board personnel;
- Respond to environmental emergencies including, but not limited to, chemical spills, asbestos, and lead painting incidents; and
- As necessary, manage small scale remedial measures.

DELIVERABLES

Consultants will provide comprehensive and accurate reports including the following: project design documents, oversight reports, investigations and testing reports, inspection reports, letters, notifications, and electronic submittals as required by the Environmental Services Manager.

OUTCOMES

Consultants' services will result in quantification of environmental conditions, safe and responsible mitigation and management of environmental conditions and the establishment of environmental records as required by law.

COMPENSATION

Consultants shall be paid as follows: in accordance with rates set forth in their respective agreements. The annual compensation payable to all Consultants shall not exceed \$5,000,000 in the aggregate; the total compensation payable to all Consultants shall not exceed \$15,000,000 in the aggregate for the 3 year term. The not-to-exceed amounts are inclusive of any and all reimbursable expenses.

REIMBURSABLE EXPENSES

Consultants will be paid reimbursable expenses as set forth in their respective contract; reimbursable expenses are included in the total compensation amounts.

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION

Pursuant to section 6.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the category goals method for M/WBE participation will be utilized. This contract is in full compliance with the goals set at 35% total MBE and 10% WBE participation. The aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: 5,000,000 per year for 3 year period
 Capital- various school-various capital funds-54125-253522-0000000-2012,2013,2014 - \$4,500,000
 Operating- 12150-468-54125-253544-000000-2011 (\$300,000 for use in 2012 and \$200,000 for use in 2013)

CFDA#: Not Applicable

GENERAL CONDITIONS

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Vitale indicated that if there were no objections, Board Report 11-0622-PR9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 11-0622-PR9 adopted.

11-0622-PR14

WITHDRAWN

APPROVE ENTERING INTO AN AGREEMENT WITH GOOGLE CORPORATION FOR EMAIL AND DOCUMENT COLLABORATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Google Corporation ("Google") to provide e-mail and document collaboration services for all schools, including charter schools, area instructional offices, and departments, at no cost to the Board. Google was selected via an ITS solicitation process for email and collaboration services available for no fee, which process included a district-wide evaluation of those services. A written agreement for services is currently being negotiated. Google shall provide no services prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 69700
GOOGLE CORPORATION
1600 AMPHITHEATRE PARKWAY
MOUNTAIN VIEW, CA 94043
Maggie Kuhlmann
312-320-6348

USER INFORMATION :

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Stevens, Miss Arshele C

773-553-1300

TERM

The term of this agreement shall commence on the date the agreement is signed and shall end 36 of months thereafter. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES

Google will provide the following services: Internal and external e-mail access for student and employee, consultant and others users of the email service; System capable of supporting up to 450,000 users and operating 24 hours a day, seven days a week and 365 days a year; Comprehensive, integrated e-mail and document collaboration solution; External hosting solutions; Encrypted connections to e-mail servers Training and Marketing; Secure authentication via Microsoft Active Directory; and Compatibility and integration.

DELIVERABLES

Google shall provide and host an e-mail and collaboration system for the district. Google shall also provide all project deliverables associated with the implementation and maintenance of the solution

OUTCOMES

Google's services will result in a highly scalable, robust, easy-to-maintain solution that encompasses the most effective, market viable technologies designed to foster improved communication and collaboration capabilities across the district's four major user groups (students, teachers, administrators, and parents).

COMPENSATION

Google shall provide the email and collaboration services at no cost to the Board.

REIMBURSABLE EXPENSES

None

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION

This agreement is exempt from the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, as services are provided at no cost to the Board.

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

There are no financial terms.

CFDA#:

Not Applicable

GENERAL CONDITIONS

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Report 11-0622-PR14 was withdrawn.

11-0727-RS1

**RESOLUTION APPOINTING DR. MAHALIA A. HINES AS A
BOARD MEMBER REPRESENTATIVE TO THE HEAD START POLICY COMMITTEE**

WHEREAS, the Chicago Board of Education (the "Board") adopted an amended Policy Establishing the Formal Governance Structure for the Chicago Public Schools' Head Start Program ("the Program") under Board Report 08-0625-PO1 (the "Policy"); and

WHEREAS, pursuant to federal Head Start regulations and the Policy, a Head Start Policy Committee (the "Policy Committee") has been established comprised of Head Start parents, community members and a Board member to work with Head Start Management Staff and the Board to oversee the Program, and

WHEREAS, in order to facilitate communication and effective partnership between the Board and the Policy Committee on matters pertaining to governance of the Program, the Board selects one of its members to serve as a Board member representative to the Policy Committee; and

WHEREAS, in accordance with the Policy, the members of the Board have selected, and wish to appoint, a Board member representative to the Policy Committee.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

That Dr. Mahalia A. Hines is hereby appointed to serve as the Board member representative to the Head Start Policy Committee. This appointment shall remain in effect until such time as the Board appoints a new Board member representative to the Head Start Policy Committee.

11-0727-RS2

AMEND BOARD REPORT 10-0922-RS2**RESOLUTION****REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE DESIGN AND CONSTRUCTION OF JONES REPLACEMENT HIGH SCHOOL**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of this Project is anticipated not-to-exceed ~~\$111,300,000~~ \$129,150,843 of which the Board has or will incur approximately \$5,300,000 of Project-related costs directly while the portion of the Project to be undertaken by the PBC is anticipated to be ~~\$106,000,000~~ \$123,850,843.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the design of and then to construct a new school called Jones Replacement High School on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA"). This Projects will be subject to the terms of the IGA, as amended
2. This Project is not a part of the Modern Schools Across Chicago Program. ~~The Project will be funded with capital funds generated in Fiscal Year 2011 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources.~~ The total cost for the this Project to be undertaken by the PBC shall not exceed ~~\$106,000,000~~ \$123,850,843. The Board's portion of the total cost will be \$5,300,000, which will be funded with capital funds generated in fiscal year 2010. The Board will be reimbursed from the Near South TIF over the next for (4) years for \$123,850,843. This dollar amount is necessary to cover all project costs, including environmental, demolition of the old Jones building, site preparation, redevelopment of land into green space and athletic facilities, construction of the new Jones, contingency, architecture fees and management fees. The Board, in accordance with the terms of the IGA, will transfer to the PBC the funds necessary to complete the Project identified above
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. The Law Department and the Chief Administrative Officer are hereby directed and authorized to negotiate with the City, on behalf of the Board, intergovernmental agreements securing \$123,850,843 in TIF financing for the construction of Jones Replacement High School, the demolition of the existing Jones High School and the redevelopment of the land with new athletic facilities and open space for the Replacement High School. The Board hereby authorizes the Chief Administrative Officer to execute such agreement and all documents in furtherance of such intergovernmental agreement.
6. The Board hereby authorizes the Chief Administrative Officer to negotiate and execute all documents necessary for the dedication of land required for the realignment of Harrison Street after the existing Jones High School is demolished. The plat and legal description of the property to be dedicated for the realignment of Harrison Street is subject to prior approval of the General Counsel for the Board.
7. This resolution is effective immediately upon its adoption.

11-0727-RS3

AMEND BOARD REPORT 11-0223-RS28**RESOLUTION****REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE DURKIN PARK, ONAHAN AND STEVENSON ANNEXES**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of the projects is anticipated not-to-exceed ~~\$40,425,503~~ \$43,461,017 of which the Board has or will incur approximately \$1,425,503 of Project-related costs directly while the portion of the Projects to be undertaken by the PBC is anticipated to be ~~\$39,000,000~~ \$42,035,514.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the design and then to construct annexes at Durkin Park, Onahan and Stevenson on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA")
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2011 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed ~~\$39,000,000~~ \$42,035,514. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees and management fees
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

RESOLUTION**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE DURKIN PARK, ONAHAN AND STEVENSON ANNEXES****Attachment A**

The projects listed below are completely funded by the Board.

1. Durkin Park Elementary School Annex
 - a. Planning, Design, Implementation and Construction - ~~\$13,000,000~~ \$14,124,295
 - b. Furniture, Fixtures and Equipment by CPS - \$463,846
2. Onahan Elementary School Annex
 - a. Planning, Design, Implementation and Construction - \$13,000,000
 - b. Furniture, Fixtures and Equipment by CPS - \$446,574
3. Stevenson Elementary School Annex
 - a. Planning, Design, Implementation and Construction - ~~\$13,000,000~~ \$14,911,219
 - b. Furniture, Fixtures and Equipment by CPS - \$515,083

11-0727-RS4

**AMEND BOARD REPORT 11-0622-RS33:
RESOLUTION RE: APPOINTMENT OF TEACHERS
TO FILL LOCAL SCHOOL COUNCIL TEACHER REPRESENTATIVE VACANCIES
FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process;

WHEREAS, the School Code authorizes the Board to fill vacancies in teacher representative positions on local school councils in the same manner as the original appointments;

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the schools' staffs regarding the appointment of a teacher to fill a teacher representative vacancy on the schools' local school councils; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(l), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The individuals named below are appointed to serve as teacher representatives on the Local School Councils of the identified schools for the remainder of the term of office ending June 30, 2012.
2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER

Jamila Leonard
Kimberly Wilson
Clara Williams
Concepcion Valenzuela
Lara Krejca
Henry McMorris
Abel Corona
Jose Fernandez
Aaron Rucker
Bryant Blegaj

TEACHER BEING REPLACED

Position Vacant
Position Vacant
Position Vacant
Francisco Nuno
Shemeka Elam
Donna Murphy
Geri Smith
Diana Campagni
Position Vacant
Sandy Pardys

SCHOOL

Curtis Elementary
Curtis Elementary
DePriest Elementary
Gary Elementary
Holmes Elementary
Neil Elementary
Nixon Elementary
Tilton Elementary
Marshall Metro High School
Sullivan High School

11-0727-RS5

**RESOLUTION RE:
APPOINTMENT OF NON-TEACHING STAFF REPRESENTATIVES
TO ELECTED LOCAL SCHOOL COUNCILS
FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 1 representative of a school's non-teaching staff to each elected Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process; and

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the school's staff regarding the appointment of a representative of the non-teaching staff to fill the vacancy on the school's local school council; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(l), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The individuals named below are appointed to serve as non-teaching staff representatives on their school's Local School Council for the remainder of the term of office ending June 30, 2012.
2. The Resolution is effective immediately upon adoption.

**APPOINTED NON-TEACHING
STAFF REPRESENTATIVE**

Maria Holst
Janet Huels
Donetta Towbridge

SCHOOL

Blaine Elementary
Byrne Elementary
Reavis Elementary

11-0727-RS6

**RESOLUTION RE: APPOINTMENT OF TEACHERS
TO FILL LOCAL SCHOOL COUNCIL TEACHER REPRESENTATIVE VACANCIES
FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process;

WHEREAS, the School Code authorizes the Board to fill vacancies in teacher representative positions on local school councils in the same manner as the original appointments;

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the schools' staffs regarding the appointment of a teacher to fill a teacher representative vacancy on the schools' local school councils; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(l), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The individuals named below are appointed to serve as teacher representatives on the Local School Councils of the identified schools for the remainder of the term of office ending June 30, 2012.
2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER

Theresa Ludlow
Rita Leary
Remco Paap

TEACHER BEING REPLACED

Judith Cobb
Kelly McCollum
Sherie Allen

SCHOOL

Decatur Classical Elementary
Hampton Elementary
Kohn Elementary

11-0727-PO1

CONCUSSION MANAGEMENT POLICY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board adopt a new Concussion Management Policy.

PURPOSE: The purpose of this policy is to safeguard student athletes by (1) educating student athletes, school personnel and parents/guardians about concussions, (2) requiring that a student athlete be removed from play when a concussion is suspected and requiring a licensed health care professional to provide clearance for the student athlete to return to play or practice, and (3) implementing the concussion management requirements specified by the Illinois High School Association

POLICY TEXT:

I. **Applicability.** This policy applies to athletic play occurring in CPS-sponsored sports programs provided by elementary, middle and high schools regardless whether the sports program is intramural, interscholastic, afterschool or provided during the summer (e.g. summer sports camp). This policy applies regardless of whether the sports activity or program is offered by or through a Board consultant, vendor or partner.

II. **Concussion Signs and Symptoms.** A concussion is a traumatic brain injury that interferes with normal brain function. A student athlete does not have to lose consciousness to have suffered a concussion. Signs and symptoms of a concussion include the following:

| Signs Observed | Symptoms Reported |
|--|----------------------------------|
| Appears dazed or stunned | Headache or "pressure in head" |
| Appears confused | Nausea |
| Forgets sports plays | Balance problems or dizziness |
| Is unsure of game, score, opponent | Sensitivity to light or noise |
| Moves clumsily | Double or fuzzy vision |
| Answers questions slowly | Feeling sluggish or slowed down |
| Loses consciousness (even briefly) | Feeling foggy or groggy |
| Shows behavior or personality changes | Does not "feel right" |
| Can't recall events prior to hit or fall | Concentration or memory problems |
| Can't recall events after hit or fall | Confusion |

III. Removal and Return to Play. Any player who exhibits signs, symptoms or behaviors consistent with a concussion shall be immediately removed from the game or practice and shall not return to play until cleared in writing by a licensed health care professional. If a health care professional is not immediately available at the athletic event or practice and an injured student athlete has any of the described signs, symptoms or behaviors of a concussion, s/he shall be promptly taken to a facility for appropriate medical evaluation and care.

IV. Licensed Health Care Professional. For purposes of this policy, licensed health care professional means physicians licensed to practice medicine in all its branches in Illinois and certified athletic trainers

V. Documentation. All cases of suspected concussions must be promptly entered into the CPS incident reporting system. Further, schools shall comply with the player record eligibility and return to play documentation requirements and procedures specified by the Office of Sports Administration

VI. Concussion Fact Sheet. Beginning August 1, 2011, the parent/guardian of each student athlete and the student athlete shall receive annually a concussion policy fact sheet and they shall submit written verification(s) that they have read the information. A student athlete may not participate in practice or competition prior to the school's receipt of this written verification.

VII. Coaches Training. Coaches must complete a concussion awareness training program prior to the beginning of each sport season in accordance with the requirements specified by the Director of Sports Administration.

VIII. Guidelines. The Chief Executive Officer or designee is authorized to issue Guidelines for the effective implementation of the requirements of this Policy.

IX. Compliance. Failure to abide by this Policy or Guidelines will subject employees to discipline up to and including dismissal in accordance with the Board's Employee Discipline and Due Process Policy and, as applicable, the Chicago Public High Schools Athletic Association Bylaws.

LEGAL REFERENCES: Municipal Code of Chicago Chapter 7-22; 105 ILCS 5/34-18 45, Illinois High School Association concussion management protocols and return to play policy.

11-0727-PO2

ADOPT STUDENT CODE OF CONDUCT FOR CHICAGO PUBLIC SCHOOLS FOR THE 2011-2012 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt the Student Code of Conduct ("SCC") for the 2011-2012 school year which is attached hereto. The 2011-2012 SCC will become effective September 15, 2011

DESCRIPTION: Modifications from the previous year's Student Code of Conduct are summarized below

Policy Statement and Scope of the Student Code of Conduct: have been modified to include language that aligns the SCC with the District's implementation of behavioral Response To Intervention

Implementation of the Student Code of Conduct: has been modified to (1) include language that aligns the SCC with the District's implementation of behavioral Response To Intervention, and (2) describe the process for reporting misconduct through VERIFY.net.

Groups 1, 2, and 3 Inappropriate Behaviors: *Interventions and Consequences* have been modified to (1) rename the category *Repeated Violations* to *Second Violation or More*, and (2) reorder the list of sanctions available.

Group 4 Inappropriate Behaviors: *Interventions and Consequences* have been modified to reorder the list of sanctions available.

Group 5 – Inappropriate Behaviors: has been modified as summarized below.

- *Inappropriate Behavior 5-5* has been modified to include *incidents of persistent defiance towards multiple school personnel*.
- *Inappropriate Behavior 5-6* has been modified to be *Gang activity or overt displays of gang affiliation*
- *Inappropriate Behavior 5-14* has been modified to include *threaten*.
- Adds new *Inappropriate Behavior 5-19 – Participating in a mob action*.
- Adds balanced and restorative justice practices as available interventions to be used in addition to the five to ten day suspension and referral for expulsion.

Group 6 – Inappropriate Behaviors: has been modified as summarized below.

- *Inappropriate Behavior 6-6* has been modified to include *intent to sell or deliver* and adds footnote – *It can be assumed that a student in possession of large quantities of alcohol, illegal drugs, narcotics, or controlled substances, or in possession of multiple individually-packaged amounts of alcohol, illegal drugs, narcotics or controlled substances, intends to sell or deliver these substances*.

- Adds new *Inappropriate Behavior 6-12 – Theft or possession of stolen property exceeding \$1,000 in value.*
- Adds balanced and restorative justice practices as available interventions to be used in addition to the ten day suspension and referral for expulsion.

Appendix A: has been modified to include a new appendix *Best Practices for Proactively Supporting Positive Student Behavior.*

Appendices B, C, D, E, F, G, H, and I: have been renamed and reflect the 2010-2011 SCC's Appendices A, B, C, D, E, F, G, and H.

Appendix D: *Glossary of Terms* has been modified as summarized below

- Included in definition of *Bullying behaviors* new language - *Single acts of intentional behavior may be bullying behavior if a student intends for the combined effect on the victim to be repeated verbal or non-verbal harassment, physical assault, or other more subtle methods of coercion by multiple students.*
- Changed definition of *Contraband* - *Any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rules or policy of the Board or any individual school.*
- Added definition for *Detention* - *Consequence for student misbehavior that requires student time away from peers and activities but does not result in missed instructional time in the classroom (likely to occur before or after school or on lunch periods).*
- Changed definition of *In-school suspension* - *Consequence for student misbehavior that requires student attendance at school but suspends all privileges and requires them to spend their day away from peers and normally assigned classroom instructional settings while still completing assigned instructional tasks. The action is recorded in the student's file. In-school suspension shall not exceed five days and parents must be notified (subject to review by the Chief Executive Officer or designee)*
- Included in definition of *Inappropriate sexual conduct* new language - *including the transmission of sexually suggestive images via information technology devices.*
- Added definition for *Mob action* - *A large or disorderly group of students using force to cause injury to a person or property, or a large or disorderly group of students persisting in severe disruption after being directed to cease by school personnel or Police.*
- Added definition for *Student assistance program* - *Any school based program available to provide students with the targeted academic or behavioral skill instruction necessary to increase their success in school, including interventions and restorative justice practices.*

Appendix E: modified to clarify the process for suspending students with disabilities

Appendix G: modified to add notice regarding *Release of Records for FAFSA Completion Project and National Student Clearinghouse.*

Appendix H: modified first paragraph to make balanced and restorative justice practices available, in addition to other interventions and consequences, for Groups 5 and 6 Inappropriate Behaviors

LSC REVIEW: The Local School Council Advisory Board has reviewed these amendments

~~September 16, 2010~~ September 15, 2011

Dear Students, Parents, Teachers and Administrators:

Welcome back to another exciting school year at the Chicago Public Schools ("CPS") Please take time to review the ~~2010-2011~~ 2011-2012 CPS Student Code of Conduct ("SCC").

The SCC was adopted by the Chicago Board of Education ("Board") to help schools create a safe, civil and respectful learning environment for all students and school personnel. We recognize that a school's learning climate and students' behaviors improve when students:

- Know what is expected of them at school,
- Believe they have the academic and social skills to achieve;
- Receive recognition and praise for doing good work and behaving appropriately, and
- Feel there is someone at school who cares about them and encourages their development.

To achieve a safe, civil and respectful learning environment, schools should clearly define, teach, reinforce, model, and review a short set of expectations for positive student behavior. Schools should also explain to students the behaviors that are inappropriate. If students engage in inappropriate behavior, schools should correct, redirect, and render consequences as needed. Any discipline imposed should be instructional and corrective, and out-of-school suspensions should be used as a last resort, unless necessary due to the severity of a student's misconduct. Moreover, the Board encourages principals and administrators to adopt and implement restorative justice philosophies and practices as additional tools to address student misconduct.

~~The SCC sets forth the expected behaviors for students and a transparent process for administrators to redirect inappropriate behavior. The SCC has been updated this year to reflect the Board's current policies and organizational structure.~~

~~However, the SCC is only a resource. It will take the collective efforts of students, parents, teachers and administrators to create a safe learning environment where all students can excel.~~

~~Administrators are expected to ensure that Schools should provide each student and parent with receives a copy of the SCC, discuss it with them, collect a signed Acknowledgement of Receipt of the SCC ("Receipt"), located in Appendix I, and keep it on file to demonstrate that the parent and student received and reviewed this important information. Administrators shall collect from each student a signed Acknowledgment of Receipt of the SCC ("Receipt"), located in Appendix H. When student misconduct occurs, administrators shall be guided by the parameters set forth in the SCC to ensure that students receive due process. Also, administrators are encouraged to use, where appropriate, the balanced and restorative justice practices outlined in the SCC.~~

~~Parents should are expected to review the SCC with their children, sign and return the Receipt, and encourage their children to conduct themselves appropriately demonstrate positive student behavior at all times. Students should are also expected to sign the Receipt and exhibit appropriate behavior by following all school rules and Board policies.~~

~~I hope you will find the SCC to be a useful guide to for supporting positive expected-student behavior and the process for correcting misconduct. It will take the collective efforts of students, parents, teachers and administrators, from the first day of school to the last, to create a safe learning environment where all students can excel. Working together, we will create a safe and productive school climate for the 2010-2011-2012 school year.~~

Sincerely,

Jean-Claude Brizard Ron Huberman
Chief Executive Officer

THE STUDENT CODE OF CONDUCT
Effective September 16, 2010 September 15, 2011

BOARD OF EDUCATION OF THE CITY OF CHICAGO
POLICY STATEMENT

~~The Chicago Board of Education of the City of Chicago ("Board"), the governing body of the Chicago Public Schools, is responsible for establishing policies under which schools operate. The Board recognizes that it is the job of every teacher to provide high quality, differentiated instruction for every student, and the job of every school to create an environment that supports high quality instruction. To promote schools that are safe, civil and respectful learning environments and facilitate desirable student conduct and behavior, the Board has adopted the Student Code of Conduct ("SCC" or "Code"). The SCC recognizes that a positive and safe school climate provides the foundation for any action, strategy, program or curriculum a school implements to improve teaching and learning, as well as significantly contributes to student achievement.~~

~~The SCC is consistent with the Illinois School Code, the Rules of the Board of Education of the City of Chicago, negotiated agreements with employee groups, and all other applicable state and federal laws~~

~~This Code recognizes that the Chicago Public Schools has the responsibility to ensure that the school environment is safe for all students and school personnel and that it is important to provide students with a consistent set of expectations for behavior. The Board expects school staff to intentionally describe and teach students the behaviors expected of them as learners in a safe, civil and respectful school. All staff shall be encouraged to proactively redirect student behavior and use minor misconduct as an opportunity to reteach or practice expected behaviors. The Board also expects all students to respect the rights of fellow students, personnel and others, and to behave in a manner that does not violate school rules, procedures, Board policy or the law. Students shall be encouraged to seek assistance from school personnel to prevent or resolve conflicts and to report incidents or activities that may threaten or disrupt the educational environment. The SCC requires all students enrolled in the Chicago Public Schools to accept responsibility and the appropriate consequences for their actions and behavior, while also recognizing that student behavior in school is often dictated by the guidance, modeling and interaction with adults in school.~~

~~To ensure that disciplinary matters are handled efficiently and parents are notified of inappropriate behavior, parents/guardians shall promptly notify the school of any change of address, phone number(s) and other contact information and shall promptly reply to school requests to complete an emergency contact form at least two times per school year.~~

~~The disciplinary process set forth in this SCC is intended to be instructional and corrective, not punitive. Schools shall use out-of-school suspension as a last resort, unless mandated by the severity of the infraction. All students shall be entitled to receive due process in disciplinary reassignment, in-school or out-of-school suspension and expulsion. Moreover, students shall be entitled to appeal the issuance of certain intervention or consequences, as provided herein. Pursuant to Board of Education Rule 6-21, "no employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago."~~

~~Schools are also encouraged to establish a team to assist school officials with the development of local school regulations, provided those regulations do not conflict with the SCC. A positive and safe school climate significantly contributes to student academic achievement. The Board strongly encourages schools to establish measures designed to foster incident avoidance. Where possible, Schools should explore the use of prevention strategies aimed at minimizing the number of incidents requiring student discipline.~~

PURPOSE AND GOALS

Through the establishment of the SCC, the Board seeks to: (1) create a consistent set of expectations for ~~student the behavior for the Chicago Public Schools system and of~~ all students; (2) reinforce positive behavior and provide students with opportunities to develop appropriate behavioral skills ~~outline the interventions and consequences for students who engage in inappropriate behavior~~; and (3) outline the interventions and consequences for students who engage in inappropriate behavior ~~reinforce positive behavior and provide students with opportunities to develop appropriate behavioral skills~~.

SCOPE OF THE STUDENT CODE OF CONDUCT

The Student Code of Conduct addresses two aspects of creating a positive school learning environment (1) proactively guiding students to positive behavior, and (2) correcting, redirecting and rendering consequences as needed to respond to misconduct.

Proactive Guidance for Positive Behavior

Proactive guidance focuses on preventing problems by providing students with meaningful, positive feedback to enhance motivation, engagement and performance, and teaching expectations at the beginning of each year, reviewing expectations as necessary and treating minor misbehavior as a learning opportunity. Teaching desired behaviors to minimize misconduct is based on three principles:

- o All behavior is learned;
- o Any repeated behavior is serving a function for the student; and
- o Student behavior can be changed.

Schools must proactively teach, reinforce, correct and supervise student behavior. Proactively teaching and reinforcing positive behaviors greatly reduces the number of subsequent misconducts, and modeling for students how they are expected to interact and perform in an educational setting improves learning and engagement. Whether guiding, correcting or rendering consequences for behavior, all staff should

- o Have high expectations for student success;
- o Build positive relationships with students;
- o Create consistent, predictable school and class routines;
- o Teach students how to behave successfully in all school settings (classrooms, cafeteria, halls, bathrooms, etc.);
- o Provide frequent, positive feedback for appropriate behavior; and
- o Correct misbehavior in a calm, consistent and logical manner.

Schools should consider the following research-based practices as a guide to creating a safe, respectful and productive learning climate and implement these minimum expectations for proactive behavioral support systems:

- o There is an established set of common expectations and beliefs that student success and engagement in school are the responsibility of all school stakeholders. The common expectations and beliefs define interactions for the entire school community.
- o There are clearly articulated, school-wide expectations for behavior that are consistently posted, taught, modeled and positively reinforced by all staff.
- o There are established classroom management practices that link to school-wide expectations for behavior. Classroom management practices promote student engagement and support high quality instruction.
- o The school-wide expectations for behavior are aligned with the SCC and focused on maximizing instructional time for students.
- o Social and emotional learning skills are explicitly taught if needed to assist students in meeting established expectations and to increase student participation in teaching and learning activities.
- o A leadership team is in place; the team uses and reviews behavioral as well as academic data to improve supports for students, refine teacher/staff practices and to drive school-wide improvement.

The SCC strongly encourages school leaders to clearly describe what they expect from students as learners in their school at the beginning of each school year and after each break.

Interventions and Consequences for Inappropriate Behavior

The SCC does not list every intervention that may be appropriate for correcting student behavior. For behaviors causing minor disruptions to the educational process, schools should utilize researched-based interventions in the educational environment before removing the student from class or school.

The SCC is not intended to address the entire spectrum of student misbehavior that may occur at school or on school property. Instead, the SCC outlines a range of appropriate responses for certain inappropriate behaviors. Local school officials retain the discretion to address student misconduct that is not specifically included in the SCC. However, poor academic achievement is not ~~considered~~ an act of misconduct, ~~and, therefore,~~ the SCC may not be used to discipline students for poor academic progress or failure to complete assignments. Instead, struggling students should be considered for academic or behavioral interventions that target specific skills needed to improve performance. Similarly, students must not be disciplined based totally or in part on the refusal of a student's parent or guardian to administer or consent to the administration of medication or interventions to the student.

The SCC applies to all students. However, discipline for students with disabilities must be administered in accordance with the procedures set forth in Appendix EE.

The SCC applies to actions of students during school hours, before and after school, while on school property, while traveling on vehicles funded by the Board, at all school-sponsored events, and while using the CPS Network or any computer, Information Technology Device, or social networking website, when the actions affect the mission or operation of the Chicago Public Schools. Students may also be subject to discipline for Group 5 or 6 Inappropriate Behaviors that occur either off campus or during non-school hours, including actions that involve the use of any computer, Information Technology Device or social networking website, when the misconduct disrupts or may disrupt the orderly educational process in the Chicago Public Schools.

~~Students who are suspended or expelled from school may not participate in extracurricular activities or school-sponsored events during the period of the suspension or expulsion. However, students on suspension during the administration of state assessments shall be provided an opportunity to enter the school for the purpose of taking the test and may be allowed to participate in related test preparation activities, upon approval by the Chief Area Officer. Students are subject to the requirements and obligations set out in the Policy on Student Acceptable Use of the CPS Network (<http://policy.cps.k12.il.us/documents/604.2.pdf>). For violations of the SCC that involve improper use of Information Technology Devices, the student may be subject to discipline pursuant to the SCC, in addition to having his/her network privileges suspended.~~

The SCC provides a variety of interventions and consequences to address student misconduct that range from the least severe – intended to be instructive and corrective – to expulsion. The SCC intends that instructive and corrective consequences are implemented for initial incidents of misconduct, and more severe consequences utilized only for repeated offenses and/or incidents that seriously disrupt the educational process. Before any intervention or consequence is issued, school officials shall consider options that reduce lost instructional time for the student while also maintaining a safe, civil and respectful learning environment. School officials shall also consider all mitigating circumstances and shall ensure that the student receives due process. Mitigating circumstances include, but are not limited to, the following factors:

- the student's age, health, maturity, and academic placement;
- the student's prior conduct and record of behavior;
- the student's willingness to acknowledge misconduct attitude,
- the level of parent/guardian cooperation and/or involvement;
- the student's willingness to make restitution;
- the seriousness of the offense; and
- the student's willingness to enroll in a student assistance program.

Students who are suspended should be provided a reintegration process initiated by school staff that includes a review of behavioral expectations. Students who are suspended or expelled from school may not participate in extracurricular activities or school-sponsored events during the period of the suspension or expulsion. However, students on suspension during the administration of state assessments shall be provided an opportunity to enter the school for the purpose of taking the test and may be allowed to participate in related test preparation activities, upon approval by the Chief Area Officer. Students are subject to the requirements and obligations set out in the Policy on Student Acceptable Use of the CPS Network (<http://policy.cps.k12.il.us/documents/604.2.pdf>). For violations of the SCC that involve improper use of Information Technology Devices, the student may be subject to discipline pursuant to the SCC, in addition to having his/her network privileges suspended.

Moreover, the following require special application of the SCC:

Age Appropriate Discipline

The Board recognizes that students of different grades and ages are at different developmental levels, thus their behavior will be different and may call for different responses. In determining the appropriate level of interventions and consequences, in addition to mitigating circumstances school officials should consider the grade level and age of the student. This approach may result in a less severe intervention and consequence for a lower grade or younger student as compared to a higher grade or older student.

The SCC does not apply to students attending pre-kindergarten and kindergarten and strict application of the Code to pre-kindergarten and kindergarten students is prohibited. School officials may refer to the SCC as a guide and may exercise discretion to issue appropriate interventions and consequences for students in pre-kindergarten or kindergarten who engage in inappropriate behavior. However, any decision to suspend, expel or reassign a pre-kindergarten or kindergarten student must be reviewed and approved by the appropriate Chief Area Officer.

Balanced and Restorative Justice and the SCC

The Code also reflects alternative proactive and preventive approaches to classroom management and student discipline. Specifically, the Board recognizes and embraces the philosophy of restorative justice. Restorative justice principles involve those who have a stake in a specific offense in collectively identifying and addressing the harm done and the needs and obligations of all involved in order to heal and correct the situation as fully as possible. ~~The Board encourages principals and administrators to adopt and implement restorative justice philosophies and practices as additional tools to address student misconduct.~~ When restorative justice practices are available and adequate appropriately implemented and when all parties voluntarily embrace and participate in restorative justice practices, these practices should be utilized as outlined in the SCC. For a list of examples of restorative practices please see Appendix H-G in the Appendix of this policy.

Student Uniforms and Dress Code Policies

Schools are allowed to institute a uniform policy that requires students to wear a specific uniform. Except as provided below in the section on Discipline in Military Academies and JROTC Programs, students who fail to abide by a school's uniform policy may not be given in-school or out-of-school suspension or detention or otherwise be barred from attending class. However, students who fail to adhere to such policies may be subject to the loss of extracurricular activities.

Schools may also institute dress code policies that do not require students to wear a specific uniform, but that prohibit students from wearing certain items or particular styles of attire and/or accessories. A dress code violation may be considered an inappropriate behavior under the SCC. Dress codes are often designed to address gang-related activities or to prevent serious disruption to the orderly educational process of the school. Students who wear clothing or accessories that display affiliation with gangs or other criminally motivated organizations or students who dress in a manner that causes serious disruption to the orderly educational process may be subject to discipline in accordance with the terms of the Code.

Discipline in Military Academies and JROTC Programs

In addition to the standards of conduct and intervention or consequences described in this Code, Board-designated military academies and other JROTC programs may enforce standards of conduct and intervention or consequences that are consistent with the military nature of those schools and programs. Students enrolled in a military academy who repeatedly engage in acts of gross misconduct or insubordination, or who repeatedly fail or refuse to wear the required military uniform, may be subject to administrative transfer by the military academy principal to another school (or in the case of a JROTC program, dismissal from the program). Prior to an administrative transfer, a conference must be held with the parents/guardians, student, military academy principal, and a designee of the Chief Executive Officer. Students who have been transferred for administrative reasons from any military academy must be accepted by their attendance area school. Students who have been given an administrative transfer to another Chicago public school or expelled from the Chicago Public Schools lose all rank and privileges at the JROTC military academies and must reapply to the JROTC program and the military academies for enrollment.

Upon their child's enrollment at a military academy, parents/guardians shall be informed of the uniform policy, expectations of the military academy, and the administrative transfer policy, and shall indicate by signature their agreement to adhere to the terms of these policies.

Discipline in Charter, Contract and Performance Schools

Pursuant to the Charter Schools Law, Illinois School Law, 105 ILCS 5/27A, all Charter schools are exempt from local school board policies, including the Student Code of Conduct. Charter schools are free to adopt the SCC or to establish their own discipline policies.

Charter schools are not exempt from IDEA or from federal and state regulations as they pertain to discipline of students with disabilities/impairments. If a Charter school establishes their own discipline policies, they must incorporate language, and comply with the guidelines for suspension and expulsion of students with disabilities/impairments outlined in Appendix EE of the SCC. Charter schools must also comply with policies and procedures established by the Office of Special Education and Supports ~~Specialized Services~~ for the discipline of students with disabilities.

Contract and Performance Schools are Chicago Public Schools and must follow the SCC.

Anti-Bullying Statement

Students are expected to act with consideration and respect for other students, staff and their property. School personnel are responsible for creating a safe, civil and respectful learning environment where students can gain the knowledge and interpersonal skills they need to succeed in school and beyond. Bullying creates a climate of fear and hostility, disrupts the educational process, inhibits the ability to learn, adversely affects student participation in educational programs and activities, has a negative effect on a school's social environment and leads to antisocial behavior.

Bullying behaviors may focus on an actual or perceived characteristic such as race, disability, religion, national origin, sexual orientation or gender identity/expression (lesbian, gay, bisexual or transgender (LGBT) students), or other reasons related to a student's distinguishing characteristic. Bullying may also occur with the intent to force gang involvement. The Chicago Public Schools prohibits any and all forms of bullying by students and will not tolerate acts of retaliation for making a report of bullying.

The Board recognizes that self-aware students effectively able to manage their behavior, emotions and solve problems are least likely to bully their peers. In order to maintain a safe, civil and respectful learning environment, School staff shall identify early indicators of bullying behavior and stop bullying behavior. All school staff must and refer perpetrators for appropriate discipline in accordance with this Student Code of Conduct.

Dating Violence Statement

Any school employee who is notified by a parent, guardian or student, or who reasonably suspects, that a student has been the victim of dating violence shall immediately report that information to the principal/designee. Dating violence includes violent and controlling behavior such as threats, name-calling, threats of suicide, physical or sexual abuse and stalking. School staff shall promptly and reasonably investigate allegations of dating violence and issue appropriate discipline based on their findings. The principal shall ensure that the student victim of dating violence receives appropriate support services in accordance with the Board's Policy on Domestic Violence, Dating Violence and Court Orders of Protection, Restraint or No Contact (<http://policy.cps.k12.il.us/documents/704.4.pdf>).

Discrimination, Sexual Harassment, Retaliation Statement

A student, or a parent/guardian on the student's behalf, who believes they have been subject to discrimination, sexual harassment or retaliation based upon race, color, national origin, sex, gender identity/expression, sexual orientation, religion or disability, should notify the Principal, Assistant Principal or the Board's Equal Opportunity Compliance Office ("EOCO"), 125 S. Clark St., 11th floor, Chicago, IL 60603, telephone: 773-553-1013. If after making a report, a student, parent or guardian is not satisfied with the action taken or decision made by the Principal or Assistant Principal, they may appeal to the EOCO.

OVERVIEW OF THE STUDENT DISCIPLINE PROCESS**Step 1: School Officials Investigate**

- ◆ The local school official in charge of discipline should talk to all students, teachers, school personnel and other witnesses to the incident.
- ◆ The local school official in charge of discipline must make every reasonable effort to notify the parent/guardian of a student who has been injured as a result of an act of misconduct
- ◆ The investigation may necessitate a search of the student, his/her locker, desk or personal belongings. A search should be conducted only if necessary and any search that is conducted shall be performed in compliance with the Board's Search and Seizure Policy (<http://policy.cps.k12.il.us/documents/409.3.pdf>).

Step 2: School Affords Student Due Process

- ◆ The school official should assess the information gathered through the investigation, determine whether the student's behavior falls within the scope of the SCC, identify the student's misconduct among the list of inappropriate behaviors and determine whether the student's behavior should be addressed by the SCC.
- ◆ If the SCC applies, the school official should inform the student of the allegation(s) being made and the range of sanctions the student faces. The student must be afforded an opportunity to respond to the charges, and the school official should make a reasonable effort to contact the parent/guardian to alert him/her to what is happening before any sanction is enacted. No disciplinary action may be taken against a student before the student has been afforded the opportunity to respond to the allegations.
- ◆ If necessary, and only after a reasonable effort has been made to contact the student's parent/guardian, the Chicago Police Department should be notified.
- ◆ School officials should inform the student and parent(s)/guardian(s) that the student has the right to appeal the disciplinary decision.

Step 3: Fill Out the Necessary Paperwork

- ◆ The school official must complete an official CPS Misconduct Report on VERIFY.net for ALL inappropriate behaviors under the SCC (Groups 1-6). See Appendix BA for sample Misconduct Report.
- ◆ The school official must also send a copy of the Misconduct Report home to the parent/guardian

Step 4: Discipline According to the SCC

- ◆ Any disciplinary action taken against a student must conform to the interventions or consequences outlined in the SCC.
- ◆ Suspensions may not exceed 10 days for one incident for any reason. In-school suspensions may not exceed five days for one incident.
- ◆ Students may not attend school-sponsored events and are not allowed on school grounds during the term of suspension. They must be allowed to return for statewide assessment testing periods unless the student is available to take the tests during a scheduled make-up testing period.
- ◆ Students must be assigned homework during in-school or out-of-school suspension and must be given the opportunity to make up any statewide tests, final exams and in-class tests or quizzes given during the period of suspension.

Step 5: Expulsion or Alternative Placement/Reassignment Hearings (For Groups 5 and 6 ONLY)

- ◆ If a student's misconduct falls within the Group 5 SCC Category, a school principal retains the discretion to refer a student for expulsion or alternative placement/reassignment, ~~but any decision to do so must be approved by the Chief Area Officer or designee.~~
- ◆ If a student's misconduct falls within the Group 6 SCC Category, a student must be referred for expulsion and a hearing must be held prior to a student's expulsion, assignment to SMART or issuance of any other sanction that results in a student's alternative placement or reassignment.
- ◆ For additional information about Expulsion or Alternative Placement/Reassignment Hearings, see Appendix CB, Expulsion Hearing and Emergency Alternative Placement Guidelines

Step 6: Appeals

- ◆ If a student, parent or guardian feels that the intervention or consequence taken is unwarranted or excessive, he or she has the right to ask the principal to review the matter and to reconsider the decision.
- ◆ In the event that a parent or guardian wishes to appeal a principal's decision to suspend a student or refer a student for expulsion, he or she must appeal in writing to the Chief Area Officer or designee. When considering disciplinary appeals, the Chief Area Officer or designee must ensure that there were no factual errors in the principal's decision to suspend the student; the student was charged with the appropriate Act of Misconduct; and the length of the suspension was commensurate with the student's misconduct.

- ◆ Any appeal of the final determination of a student's expulsion must be made in writing and sent along with any additional evidence not available at the time of expulsion, to the Chief Executive Officer or designee. The Chief Executive Officer or designee's decision regarding the appeal shall be final.
- ◆ The term of a student's suspension or expulsion is not halted by an appeal to the Chief Area Officer and/or the Chief Executive Officer.

POLICE NOTIFICATION

When certain misconduct by a student amounts to a criminal act or poses danger to the health, safety or welfare of other students and staff at a school, it may be necessary and appropriate to contact the Chicago Police Department (CPD) and to seek their assistance. The inappropriate behaviors that require a school official to notify the CPD are identified throughout the SCC by the placement of an asterisk (*) preceding the specific inappropriate behavior. If a student engages in such behavior, a school official must contact the CPD. Whenever the school notifies the police concerning student misconduct, the school must also immediately attempt to contact the parent/guardian of that student. If questions arise concerning police notification, please consult the appropriate Area Office or the Law Department at (773) 553-1700.

However, there are other inappropriate behaviors by students where it is necessary for a school official to assess the nature of the misconduct and the extent to which the health, safety or welfare of other persons are placed in danger by a student's actions. In those instances, school officials must make a judgment call as to whether contacting CPD is appropriate. To assist school officials in making this determination, the inappropriate behaviors preceded by double asterisks (**) are those the SCC considers possible violations of criminal law, depending on the specific facts and circumstances, and may require police notification. School officials should consider whether the misconduct is particularly egregious and/or the student persists in misconduct after being told to cease such behavior and continues to endanger the health, safety or welfare of others.

The discretionary exercise of a school official's authority to notify the CPD should involve the consideration of a variety of factors. Those factors include, but are not limited to:

- The age of the student engaging in misconduct;
- The extent to which the student acted intentionally or recklessly;
- Whether the student has received prior warnings; and
- Whether the student's misconduct is specifically intended to cause others physical harm or endanger the health, safety or welfare of others.

If a school official has any questions regarding the decision of whether to notify the police, he or she should contact the appropriate Area Office or, if necessary, the Law Department, as soon as possible and before notifying the police. However, at no time should the safety of students and/or staff be compromised to adhere to this provision of the SCC.

IMPLEMENTATION OF THE STUDENT CODE OF CONDUCT

It shall be the responsibility of each school principal to:

- ◆ Confer with school personnel, parents and students to set expectations for positive student behaviors that support a safe, civil and respectful learning environment;
- ◆ Confer with school personnel, parents, students, and appropriate community agencies to formulate create procedures and programs that teach, reinforce, model and review expectations for appropriate student behavior; will foster socially acceptable student conduct;
- ◆ Share expectations for appropriate student behavior with parents upon request or with the distribution of the SCC;
- ◆ Confer with school personnel, parents, students, and appropriate community agencies to implement evidence-based interventions that foster expected student conduct through targeted behavioral skill development;
- ◆ Ensure all school staff, parents, visitors and volunteers encourage positive behavior by students;
- ◆ Prepare and submit Misconduct Reports in VERIFY.net for any violation of the SCC. The Chief Executive Officer, or designee, and the Office of School Safety and Security should review Reports of copies of Incident Reports for Group 4, 5 and 6 violations of the SCC, to the Office of the Chief Executive Officer or designee. The Office of School Safety and Security should review Incident Reports for Group 4, 5, and 6 violations of the SCC;
- ◆ Prepare and submit copies of Misconduct Reports to the Office of School Safety and Security and the Office of the Chief Executive Officer or designee for any violation of the SCC. All Misconduct Reports must be prepared, recorded, and sent. Send a copy of the Misconduct Report to the student's parent/guardian for every occurrence of inappropriate behavior;
- ◆ Notify the Chicago Police Department as necessary to protect the safety, health and welfare of students and staff;
- ◆ Assist central office and the Law Department with expulsion proceedings by identifying and producing witnesses and transmitting documents to the Chief Executive Officer or designee and by reviewing all documentation regarding an incident to ensure that it is complete, accurate and properly written;

- ◆ Ensure compliance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and applicable Illinois procedural safeguards for discipline of students with disabilities,
- ◆ Make a reasonable effort to meet with the student's parent/guardian or to ensure that another school official meets with the student's parent/guardian following every act of misconduct, and
- ◆ ~~Encourage positive behavior by students, and~~
- ◆ Ensure that students who are suspended receive homework assignments and are given the opportunity to participate in any statewide assessments given during the period of a student's suspension.

It shall be the responsibility of the Chief Executive Officer or designee to accomplish the following

- ◆ Review school interventions or consequences and hear appeals regarding such actions.
- ◆ Monitor the implementation of prevention strategies and the safety/security program in each school;
- ◆ Systematically monitor suspension, expulsion, and other disciplinary data by race, ethnicity, and sex of student, and prepare recommendations for improvement of school discipline; and
- ◆ Provide assistance to the Law Department in expulsion proceedings, including transmittal of documents and monitoring of school compliance.

GROUP 1 - INAPPROPRIATE BEHAVIORS

These acts of misconduct include *inappropriate* student behaviors in the classroom or on the school grounds, such as the following:

- 1-1 Running and/or making excessive noise in the hall or building
- 1-2 Leaving the classroom without permission
- 1-3 Displaying any behavior that is disruptive to the orderly process of classroom instruction
- 1-4 Loitering
- 1-5 Failing to attend class without a valid excuse
- 1-6 Persistent tardiness to school or class
- 1-7 Use of the CPS Network for the purpose of accessing non-educational materials¹

INTERVENTIONS AND CONSEQUENCES

(Sanctions may be modified based on the age or grade level of the student.)

FIRST VIOLATION

- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H).
- ◆ Teacher-Student Conference
- ◆ Teacher-Student-Parent Conference
- ◆ ~~Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G).~~

REPEATED VIOLATIONS SECOND VIOLATION OR MORE

- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H).
- ◆ Teacher-Student-Resource Person- Administrator Conference
- ◆ ~~In-school Suspension (one to three days)~~
- ◆ Detention
 - Before School -After School -Saturday
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network for one to five days, in addition to any other disciplinary action listed²
- ◆ Referral to School Peer Jury in lieu of suspension (if available and approved by principal)
- ◆ In-school Suspension (one to three days)
- ◆ ~~Suspension of CPS Network privileges for improper use of the CPS Network for one to five days, in addition to any other disciplinary action listed~~
- ◆ ~~Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G).~~

¹ Non-educational materials include, but are not limited to, games, pornographic material, or other inappropriate material.

² Disciplinary actions regarding network privileges only apply to network offenses.

GROUP 2 - INAPPROPRIATE BEHAVIORS

These acts of misconduct include those student behaviors that *disrupt* the orderly educational process in the school or on the school grounds, such as the following

- 2-1 Posting or distributing unauthorized or other written materials on school grounds
- 2-2 Leaving the school without permission
- 2-3 Interfering with school authorities and programs through walkouts or sit-ins
- 2-4 Initiating or participating in any unacceptable minor physical actions
- 2-5 Failing to abide by school rules and regulations not otherwise listed in the SCC
- 2-6 Exhibiting or publishing any profane, obscene, indecent, immoral, libelous, or offensive written materials, language or gestures
- 2-7 Possession and/or use of tobacco products, matches, cigarette lighters, or rolling papers
- 2-8 Defying (disobeying) the authority of school personnel
- 2-9 Failing to provide proper identification
- 2-10 Unauthorized use of school parking lots or other areas
- 2-11 Use of the CPS Network for the purposes of distribution or downloading non-educational material
- 2-12 Possession of pagers or cellular telephones without prior permission of the Principal³

INTERVENTIONS AND CONSEQUENCES

(Sanctions may be modified based on the age or grade level of the student.)

FIRST VIOLATION

- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H)
- ◆ Teacher-Student Conference
- ◆ Teacher-Student-Parent Conference
- ◆ Teacher-Student-Resource Person-Administrator Conference
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for five to ten days, in addition to any disciplinary action listed⁴
- ◆ ~~In-school Suspension (one to five days)~~
- ◆ Detention
 - Before School -After School -Saturday
- ◆ ~~In-school Suspension (one to five days)~~
- ◆ ~~Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G)~~

REPEATED VIOLATIONS/SECOND VIOLATION OR MORE

- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H)
- ◆ ~~In-school suspension (one to five days)~~
- ◆ Detention
 - Before School -After School -Saturday
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for up to one semester, in addition to any disciplinary action listed⁵
- ◆ Referral to School Peer Jury in lieu of suspension (if available and approved by the principal)
- ◆ In-school suspension (one to five days)
- ◆ Suspension (one to five days)
- ◆ ~~Referral to School Peer Jury in lieu of suspension (if available and approved by the principal)~~
- ◆ ~~Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for up to one semester, in addition to any disciplinary action listed~~
- ◆ ~~Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G)~~

³ Upon written request from a parent or legal guardian, a principal may authorize a student to possess a pager or cellular telephone for medical and other family emergencies, or for any other good cause. A denial of authorization for possession or use of pagers or cellular telephones may be reviewed by the Chief Executive Officer or designee.

⁴ Disciplinary actions regarding network privileges only apply to network offenses.

⁵ Disciplinary actions regarding network privileges only apply to network offenses.

GROUP 3 - INAPPROPRIATE BEHAVIORS

These acts of misconduct include those student behaviors that *seriously disrupt* the orderly educational process of the Chicago Public Schools, such as the following

- 3-1 Disruptive behavior on the school bus⁶
- **3-2 Gambling
- 3-3 Fighting - two people, no injuries
- 3-4 Profane, obscene, indecent, and immoral or seriously offensive language and gestures, propositions, behavior, or harassment based on race, color, national origin, sex, gender, sexual orientation, age, religion, gender identity, gender expression or disability
- 3-5 Persisting in serious acts of disobedience or misconduct listed in Groups 1 through 3 of this Code
- 3-6 Any behavior not otherwise listed in Groups 1 through 3 of this Code, the commission of which is seriously disruptive to the educational process
- ** 3-7 Forgery
- 3-8 Plagiarizing, cheating and/or copying the work of another student or other source
- 3-9 Overt Display of Gang Affiliation (see glossary for definition)⁷
- 3-10 Bullying behaviors (see glossary for definition)
- 3-11 Unauthorized activation or use of pagers, cellular telephones or other electronic devices
- 3-12 Inappropriately wearing any JROTC or Military Academy Uniform⁸
- 3-13 Use of the CPS Network or any Information Technology Device for any unauthorized purpose not otherwise listed in this Code

INTERVENTIONS AND CONSEQUENCES

(Sanctions may be modified based on the age or grade level of the student.)

FIRST VIOLATION

- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H).
- ◆ Teacher-Student-Resource Person-Administrator Conference
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for up to one semester, in addition to any disciplinary action listed⁹
- ◆ In-School Suspension (one to five days)
- ◆ Detention
 - Before School -After School -Saturday
- ◆ In-School Suspension (one to five days)
- ◆ Suspension (one to five days)
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for up to one semester, in addition to any disciplinary action listed
- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G).

REPEATED VIOLATIONSSECOND VIOLATION OR MORE

- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H).
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for up to one year, in addition to any disciplinary action listed¹⁰
- ◆ Referral to School Peer Jury in lieu of suspension (if available and approved by the principal)
- ◆ Suspension (one to ten days) and/or disciplinary reassignment per Area approval
- ◆ Referral to School Peer Jury in lieu of suspension (if available and approved by the principal)
- ◆ Suspension of CPS Network privileges for improper use of the CPS Network or Information Technology Devices for up to one year, in addition to any disciplinary action listed
- ◆ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G).

** Inappropriate Behaviors marked with two asterisks indicate that the school may use its discretion in notifying police about the incident. Police notification is not required for these Inappropriate Behaviors

⁶ In addition to other disciplinary actions, a student who engages in disruptive behavior on the school bus may be subject to suspension from bus service for a period to be determined by the school principal with review by Chief Executive Officer or designee.

⁷ Repeated violations of Inappropriate Behavior 3-9 of the SCC may result in a referral for an expulsion hearing and should be submitted as a 5-6 Inappropriate Behavior.

⁸ Students may be subject to disciplinary action for violations of Inappropriate Behavior that occur either on or outside of school grounds.

⁹ Disciplinary actions regarding network privileges only apply to network offenses.

¹⁰ Disciplinary actions regarding network privileges only apply to network offenses.

GROUP 4 - INAPPROPRIATE BEHAVIORS

These acts of misconduct include those student behaviors that *very seriously disrupt* the orderly educational process of the Chicago Public Schools, such as the following.

- **4-1 False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified
- **4-2 Extortion
- **4-3 Assault
- *4-4 Vandalism or criminal damage to property resulting in damages not exceeding \$500
- **4-5 Battery or aiding or abetting in the commission of a battery which does not result in a physical injury
- **4-6 Fighting - more than two people and/or involves injury or injuries
- **4-7 Theft or possession of stolen property not exceeding \$150 in value
- **4-8 Possession, use, or delivery of fireworks
- 4-9 Any behavior not otherwise listed in Groups 1 through 4 of this Code, the commission of which is very seriously disruptive to the educational process
- **4-10 Disorderly conduct
- **4-11 Trespassing on CPS property
- *4-12 Knowingly or intentionally using the CPS Network or Information Technology Devices to spread viruses to the CPS Network
- 4-13 Possession of any dangerous object for purposes of this Code¹¹
- 4-14 Use or possession of alcohol in school or at a school related function or before school or before a school related function¹²

INTERVENTIONS AND CONSEQUENCES

(Sanctions may be modified based on the age or grade level of the student.)

- ♦ Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix H).
- ♦ Teacher-Student-Resource Person-Administrator Conference
- ♦ Suspension of CPS Network Privileges for improper use of the CPS Network or Information Technology Devices for up to one year in addition to other disciplinary actions listed¹³
- ♦ ~~In-School Suspension (one to five days)~~
- ♦ Detention
 - Before School -After School -Saturday
- ♦ ~~In-School Suspension (one to five days)~~
- ♦ Suspension (one to ten days) and/or Disciplinary Reassignment per Area approval
- ♦ ~~Suspension of CPS Network Privileges for improper use of the CPS Network or Information Technology Devices for up to one year in addition to other disciplinary actions listed~~
- ♦ ~~Balanced and restorative justice strategies may be used where appropriate and approved by the school administration, provided that all participation is voluntary (see Appendix G).~~

* Inappropriate Behaviors marked with a single asterisk indicate that the school must notify the police of the incident.

** Inappropriate Behaviors marked with two asterisks indicate that the school may use its discretion in notifying police about the incident. Police notification is not required for these inappropriate behaviors.

¹¹ Second or repeated violations of Inappropriate Behavior 4-13 may result in an expulsion hearing and should be submitted as an Inappropriate Behavior 5-11.

¹² Second or repeated violations of Inappropriate Behavior 4-14 may result in a referral for an expulsion hearing and must be submitted as an Inappropriate Behavior 5-18.

¹³ Disciplinary actions regarding network privileges only apply to network offenses

GROUP 5 - INAPPROPRIATE BEHAVIORS

These acts of misconduct include those student behaviors that *most seriously disrupt* the orderly educational process in the Chicago Public Schools, such as the following

- *5-1 Aggravated assault
- *5-2 Burglary
- *5-3 Theft or possession of stolen property exceeding \$150 in value
- **5-4 Use of intimidation, credible threats of violence, coercion, persistent severe bullying
- 5-5 Gross disobedience to the authority of school personnel, including incidents of persistent defiance towards multiple school personnel
- *5-6 Gang activity, including or overt displays of gang affiliation
- **5-7 Inappropriate sexual conduct
- *5-8 Engaging in any other illegal behavior which interferes with the school's educational process¹⁴
- *5-9 Persistent or severe acts of sexual harassment
- *5-10 False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified
- 5-11 Second or repeated violation of Inappropriate Behavior 4-13, possession of any dangerous object, for purposes of this Code¹⁵
- *5-12 Battery, or aiding or abetting in the commission of a battery, which results in a physical injury
- **5-13 Initiating or participating in any inappropriate, minor physical contact with school Personnel¹⁶
- *5-14 Use of any computer, including social networking websites, or use of any information technology device, or hacking into the CPS Network to threaten, stalk, harass, bully or otherwise intimidate others, to access student records or other unauthorized information and/or to otherwise cause a security hazard
- *5-15 Vandalism or criminal damage to property that results in damage exceeding \$500 or that is done to personal property belonging to any school personnel
- 5-16 Inappropriate consensual sexual activity
- *5-17 Use or possession of illegal drugs, narcotics, controlled substances, "look-alikes" of such substances, or contraband, or use of any other substance for the purpose of intoxication: in school or at a school related function or before school or before a school related function¹⁷
- **5-18 Second or repeated violation of Inappropriate Behavior 4-14, use or possession of alcohol in school or at a school related function or before school or before a school related function
- *5-19 Participating in a mob action

* Inappropriate Behaviors marked with a single asterisk indicate that the school must notify the police of the incident.

** Inappropriate Behaviors marked with two asterisks indicate that the school may use its discretion in notifying police about the incident. Police notification is not required for these inappropriate behaviors.

¹⁴ Any attempt at an illegal behavior is an illegal behavior itself, and so is included as punishable under this eCode.

¹⁵ First-time violations of Inappropriate Behavior 5-11 by a student in the fifth grade and below will result in a maximum of ten days suspension at the school level, and the student will not be referred for an expulsion hearing.

¹⁶ An example of behavior that would constitute a 5-13 violation is a student pushing school personnel out of the way in order to physically fight with another student.

¹⁷ A student may be referred for expulsion for a first-time violation of Inappropriate Behavior 5-17. It can be assumed that students in possession of large quantities of illegal drugs, narcotics, or controlled substances are engaging in the sale of these substances, which is a violation of Inappropriate Behavior 6-6 and must be referred for expulsion.

INTERVENTIONS AND CONSEQUENCES

For violations of Group 5 Inappropriate Behaviors, a student shall be suspended for five to ten days, and may be referred for expulsion and/or disciplinary reassignment. For offenses involving the improper use of the CPS Network or Information Technology Devices, network privileges may be revoked for up to two years, in addition to other disciplinary actions available.

For Group 5 Inappropriate Behaviors for which a student in the sixth grade or above is referred for expulsion, the student may be recommended by an expulsion hearing officer to attend the Board-sponsored SMART program in lieu of expulsion if he or she has no prior Group 5 or Group 6 violations and/or has not engaged in behaviors which involve violence or the threat of violence within the previous nine months. Such recommendations are subject to approval of the Chief Executive Officer. A student who is recommended for participation in the SMART program in lieu of expulsion but who fails to successfully complete the program shall be expelled. If a student is expelled, Alternative Safe School Placement may be recommended for the period of the expulsion.

Following a period of suspension or expulsion, balanced and restorative justice practices may be used to help reintegrate a student back into the school community. For Group 5 Inappropriate Behaviors, balanced and restorative justice practices may only be used in addition to, not in place of, the five to ten day suspension and discretionary referral for expulsion.

GROUP 6 - INAPPROPRIATE BEHAVIORS

These acts of misconduct include illegal student behaviors that not only *most seriously disrupt* the orderly educational process in the Chicago Public Schools but also mandate the disciplinary action described below:

- *6-1 Use, possession, and/or concealment of a firearm/destructive device or other weapon or "look-alikes" of weapons as defined in this Code, or use or intent to use any other object to inflict bodily harm
- *6-2 Intentionally causing or attempting to cause all or a portion of the CPS Network to become inoperable
- *6-3 Arson
- *6-4 Bomb threat
- *6-5 Robbery
- *6-6 Sale, ~~or~~ delivery, or intent to sell or deliver of alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" of such substances, or contraband, or use of any other substance for the purpose of intoxication or second or repeated violation of Inappropriate Behavior 5-17¹⁸
- *6-7 Sex violations or aiding and abetting in the commission of a sex violation
- *6-8 Aggravated battery, or aiding and abetting in the commission of an aggravated battery
- *6-9 Murder
- *6-10 Attempted murder
- *6-11 Kidnapping
- *6-12 Theft or possession of stolen property exceeding \$1,000 in value

INTERVENTIONS AND CONSEQUENCES

Suspension for ten days and expulsion for a period of not less than one calendar year, or as modified on a case-by-case review by the Chief Executive Officer or designee. Alternative Safe School Placement may be recommended for the period of the expulsion.

For first-time offenses of Group 6 Inappropriate Behaviors by students in the sixth grade or above which do not involve violence or the threat of violence or the use, possession, and/or concealment of a firearm/destructive device, or the sale or delivery of illegal substances, a student may be recommended by the expulsion hearing officer to attend the Board-sponsored SMART program in lieu of expulsion if he or she has no prior Group 5 or Group 6 violations during the previous nine months. A student who is recommended for participation in the SMART program in lieu of expulsion but who fails to successfully complete the program shall be expelled. For offenses involving the improper use of the CPS Network or Information Technology Devices, network privileges may be revoked indefinitely.

Following a period of suspension or expulsion, balanced and restorative justice practices may be used to help reintegrate a student back into the school community. For Group 6 Inappropriate Behaviors, balanced and restorative justice practices may only be used in addition to, not in place of, the ten day suspension and referral for expulsion.

* Inappropriate Behaviors marked with a single asterisk indicate that the school must notify the police of the incident.

¹⁸ It can be assumed that a student in possession of large quantities of alcohol, illegal drugs, narcotics, or controlled substances, or in possession of multiple individually-packaged amounts of alcohol, illegal drugs, narcotics or controlled substances, intends to sell or deliver these substances.

APPENDIX

| | |
|-------------|--|
| Appendix A | <u>Best Practices for Proactively Supporting Positive Student Behavior</u> |
| Appendix BA | Sample Misconduct Report |
| Appendix CB | Expulsion Hearing and Emergency Alternative Placement Guidelines |
| Appendix DG | Glossary of Terms |
| Appendix ED | Reference Guide for Groups 4, 5 and 6 Inappropriate Behaviors Involving Dangerous Objects, Weapons or Look-Alike Weapons |
| Appendix EE | Procedural Guide for Students with Disabilities |
| Appendix GF | Notice to Parents and Students Regarding Board Policies |
| Appendix HG | Balanced and Restorative Justice Strategies |
| Appendix IH | Acknowledgement of Receipt of the SCC |

Appendix A

Best Practices for Proactively Supporting Positive Student Behavior

Establish a safe, supportive environment for learning.

- Research shows that schools with a safe and supportive environment for learning achieve better academic, behavioral and social outcomes for students than schools without such a climate for learning.
- All adults contribute to a safe and supportive learning climate – especially security, office staff, lunchroom staff, and those who interact with students at the beginning and end of each day.
- All student benefits from a safe, supportive learning environment, even those who are not disruptive.
- Students are more likely to engage in instruction and take risks with challenging instructional content and tasks when they feel safe and supported by adults and peers.

Develop expectations.

- Provide a short, clearly written set of expectations for positive student behavior, have 3-5 general expectations that apply to all students and staff (e.g. Be respectful, Be responsible, Be prepared, Be safe).
- Ensure expectations are positively worded statements of how to achieve desired behavior, rather than a description of what not to do. You can never list all the "don'ts"; you can provide strong guidance on what to do and teach students to use that guidance to make good decisions about what they should and should not do at school.
- Customize and explain the general expectations in all settings: hallways, bathrooms, lunchroom, outdoors, entering/leaving school, etc.
- Allow teacher teams to customize the expectations for each grade level (where departmentalized) and/or classroom.
- Involve students in the development, refinement, and communication of those expectations.
- Have expectations ready for the first day of school.

Use expectations to proactively support positive student behavior.

- Post the expectations in all settings; post the customized explanation appropriate to each setting.
- Teach the expectations to all students; ensure they are taught on the first day of school and throughout the first week of school. If necessary, continue this instruction on expectations until students demonstrate mastery. Ensure with every teaching event students have the opportunity to watch an adult model what is expected, and physically practice it themselves.
- Reteach after long breaks from school or after a major disruptive event to reset the tone of the learning environment.
- Develop a procedure to teach the expectations to students who transfer in after the first week of school.
- Ensure adults model the expectations for all students in all settings; this includes training parent volunteers, after school providers and community partners to use, reinforce and reteach the expectations for students under their supervision. Hold all staff accountable when they model inappropriate behavior.
- Provide encouragement and praise when students meet expectations; research shows positive behavior must be recognized three times as often as negative behavior to be reinforced.
- Ensure all staff use the expectations to correct and redirect student behavior.
- Reteach the expectations as needed to address problem behaviors.

Guide daily interactions.

- Schools leaders must ensure that all adults model expected behaviors, adults who do not model expected behaviors communicate to students that deviation from expectations is acceptable.
- Schools leaders must ensure that most adult-student interactions are positive and encouraging, including:
 - Providing positive interactions as soon as students enter the school campus and building to ensure students feel welcomed into the learning environment, this provides a critical opportunity to counteract any negative experience the student may have had since leaving school last
 - Ensuring teachers greet students entering each classroom; this engages students in the learning environment even before learning begins and communicates they are wanted in school.
 - Opening lessons with excitement and communicating high expectations for student success.
 - Interacting with students during work periods –invite questions, offer encouragement and support.
 - Providing students frequent positive feedback on behavioral and academic effort.
- School leaders must ensure that most student-student interactions are positive and encouraging, including:
 - Being inclusive (rather than cliquish or exclusionary).
 - Being supportive (as compared to hostile or sarcastic), and
 - Being gently intolerant of bullying of others ("We don't treat people that way in this school.")
- Ensure all adults actively supervise students in all settings. Active supervision significantly reduces student misbehavior and provides more opportunities to reinforce expected behaviors. It includes:
 - Engaging positively with the students they are supervise (chatting, waving, smiling, etc.).
 - Making eye contact with students,
 - Circulating among students continuously, never stand in once place or to one side of the area of supervision,
 - Providing a high concentration of adults in settings that have high potential for conflict (stairs, busy intersections, bathrooms), and
 - Covering all settings when many students are present.
- Develop, teach and reinforce routines, procedures and transitions that support positive behavior and minimize opportunity for conflict.
 - In the classroom, this is especially important for entering, leaving, submitting work and changing between different instructional tasks.
 - In other school settings, this is important for stairwells, lunch periods, the beginning and end of the day, and any other time when many students are in common areas together.

When expectations are not met, use corrective consequences.

- All behavioral correction should be done calmly and in a manner that demonstrates that the student is safe and supported at school.
- View misconduct as an instructional opportunity; reteach what is expected, and allow the student to practice what is expected.
- Use consequences that promote student self-reflection: What harm was caused? What can be done to correct the harm? Why did the student make that choice? What could they have done differently? What help does the student need and from whom to make a different choice next time?
- Communicate the importance of instructional time; correct student behavior and return them to the instructional setting as quickly as possible.
- Document the use of corrective consequences to track their success.

Available strategies and support options:

Contact the Office of Special Education and Supports at 553-1800 or cpspecialeducation.org for additional information on strategies that support these best practices.

References

The practices outlined herein are supported by the following references:

Epstein, M., Alkins, M., Cullinan, D., Kutash, K., & Weaver, R. (2008). *Reducing Behavior Problems in the Elementary School Classroom: A Practice Guide* (NCEE #2008-012). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education. Retrieved from <http://ies.ed.gov/ncee/wwc/publications/practiceguides> on July 18, 2011.

Sprick, R.S., Garrison, M. & Howard, L. (2002). *Foundations: Establishing positive discipline policies, Module I: The Process, Module II: Behavior in the Common Areas, Module III. Safety, Discipline and Behavior Support*. Eugene, OR: Pacific Northwest Publishing.

Wong, H.K., & Wong, R.T. (1991). *The first days of school: How to start school successfully*. Sunnyvale, CA: Harry K. Wong Publications.



Appendix B **MISCONDUCT REPORT**



Chicago Public Schools
 Board of Education

SCHOOL _____

STUDENT/OFFENDER NAME _____

SCHOOL ID _____

Student/Offender ID _____

Severity Group No _____

Incident Date _____

Misconduct / Incident Report # _____

Narrative (Offender's only) _____

ACCIDENT REPORT COMPLETED Yes No

DISCIPLINARY ACTION TAKEN

Teacher/Student Conference

Teacher/Student/Parent Conference

Teacher/Student/Parent/Res/Adm Conference

| | |
|-------------------------------------|--------|
| In-School Suspension | Day(s) |
| Suspension | Day(s) |
| NOTE: NUMBER OF DAYS MUST BE STATED | |

Disciplinary Reassignment

Remove from Class/room

Police Notification

Detention

Peer Jury

Mediation

Other _____

Arrest P. D. RD# _____

Expulsion Referral _____

APPROVED BY _____

DEAR PARENT OR GUARDIAN _____

NAME: _____

ADDRESS: _____

In accordance with the provisions of the Rules of the Board of Education as authorized by the Illinois School code

I, a student in this school residing at _____

Age: _____ Grade: _____ Room/Division: _____ has been suspended from school this day for a period of _____ school

days until the opening of school on _____. The cause of this action is listed above.

You are invited to attend a conference regarding this suspension. Please call me at _____ to discuss this matter.

Area where misconduct occurred

(Check one) Classroom Halls Bus Washroom

Out-of-school Other _____

Hearing Date: _____

Conference Date _____

Sincerely,

Principal

Report completed by _____

Suspension Homework Assigned by _____

Telephone Number

SPECIAL EDUCATION STUDENTS ONLY:

total days suspended this year prior to current misconduct _____

THE AREA INSTRUCTIONAL OFFICER OF AREA NUMBER _____, WHOSE OFFICE IS LOCATED AT _____, HAS BEEN NOTIFIED OF THIS SUSPENSION.

PARENT NOTIFIED _____ (DATE)

Appendix CB

EXPULSION HEARING AND EMERGENCY ALTERNATIVE PLACEMENT GUIDELINES

Hearing Procedures

- ◆ If a student engages in inappropriate behavior, a Misconduct Report is prepared and the parent or guardian and student are contacted, notifying them of the misconduct.
- ◆ When a student engages in an Inappropriate Behavior that results in a referral for a disciplinary hearing, the parent/guardian of the student will be sent a Notice of Request for Disciplinary Hearing letter and a Notice of Disciplinary Hearing letter. These notices will provide a description of the incident, the date of the incident, the SCC misconduct number, and the time and date for the disciplinary hearing.
- ◆ At the hearing, testimony from all witnesses for the Chief Executive Officer, as well as for the student, will be heard and documentary evidence may be introduced.
- ◆ After the hearing, the hearing officer provides an opinion to the Chief Executive Officer for final approval. The hearing officer's opinion shall set forth his or her recommended consequence or intervention for the student's misconduct.
- ◆ If a student in Grades 6-12 has not incurred any Group 5 or 6 violations during the previous nine months and the behavior for which the student was referred for expulsion does not involve violence or the threat of violence, the hearing officer may recommend that the student attend the Board-sponsored SMART program in lieu of expulsion. Such recommendations are subject to approval of the Chief Executive Officer. A student who is recommended to attend the SMART program in lieu of expulsion but who fails to successfully complete the program shall be expelled.
- ◆ The hearing officer may also issue a recommendation that a student be expelled for up to two calendar years or as modified on a case-by-case basis by the Chief Executive Officer or designee. If a student is expelled, Alternative Safe School Placement may be recommended for the period of the expulsion.

Emergency Referral to Alternative Placement

- ◆ Students who commit extremely serious infractions of Groups 5 and 6 of the Student Code of Conduct may be referred for placement in an interim alternative setting in addition to being referred for expulsion. This placement would be effective following a student's designated term of suspension and would not be considered permanent; therefore, no hearing is required prior to referring a student for emergency alternative placement.
- ◆ A general education student may be referred for emergency placement in an alternative school if the student commits a serious act of misconduct that presents a serious and credible threat of harm to themselves or others.
- ◆ Students with disabilities may also be referred for emergency alternative placement when in possession of weapons or large amounts of drugs, or for causing serious bodily injury to another person when the misconduct occurred on school grounds or at a school-sponsored event. For students with disabilities whose misconduct presents a danger to themselves or others in a manner other than those specified above, please consult with Dispute Resolution, the Office of Due Process and Mediation. Students with disabilities may be placed in an interim alternative educational setting for a maximum period of 45 school days even in instances where the student's misconduct is ultimately determined to be a manifestation of his or her disability.

Appendix DC

GLOSSARY OF TERMS

Aggravated assault - Any assault done with a deadly weapon or done by a person who conceals his/her identity, or any assault against school personnel.

Aggravated battery - Any battery to another that either causes great harm, is done with a deadly weapon, or is done by a person who conceals his/her identity, or the use of physical force against school personnel.

Alternative school placement - Disciplinary reassignment to the Safe Schools Alternative Program, serves students in Grades 6-12 and offers specialized curriculum, smaller teacher-student ratios, and support services.

Arrest - Detention of a person by a police officer resulting from a criminal charge and a complaint filed with the police by school personnel or the victim. When an act of misconduct warrants arrest, the victim, principal or his designee must serve as a complaining witness.

Arson - The act of knowingly damaging, by means of fire or explosive, a building and/or the personal property of others.

Assault - An attempt or reasonable threat to inflict injury on someone which is accompanied by a show of force which would cause the victim to expect an immediate battery. An assault may be committed without actually touching, striking or injuring the victim.

Attempted murder - Any act which constitutes a substantial step toward intended commission of murder

Ballistic knife - A device that projects a knifelike blade as a projectile by means of a coil spring, elastic material, or compressed gas.

Battery - The act of causing bodily harm to, or unwanted bodily contact with, another without legal justification, such as self-defense.

Bomb threat - A false indication that a bomb or other explosive of any nature is concealed in a place that would endanger human life if activated.

Bullying behaviors - Acts of repeated intentional behavior that occurs in order to intentionally harm others through verbal or non verbal harassment, physical assault, or other more subtle methods of coercion. Such behavior may include, but is not limited to, manipulation, teasing, taunting, threatening, hitting, stealing, destroying personal property, sending threatening/abusive emails or cyber bullying. Single acts of intentional behavior may be bullying behavior if a student intends for the combined effect on the victim to be repeated verbal or non-verbal harassment, physical assault, or other more subtle methods of coercion by multiple students.

Burglary - Knowingly and without authority entering or remaining within a building or vehicle with intent to commit therein a felony or theft.

Chicago Public Schools' Electronic Network-Related Technologies and Access ("CPS Network") - The systems, computer resources and infrastructure used to transmit, store and review data or communicate over an electronic medium and includes, but is not limited to, the E-mail system(s), collaboration systems, databases, hardware, telecommunication devices, information systems, internet service, distance learning tools, the CPS intranet system or CPS mainframe systems, whether owned or contracted by the Board or otherwise used for school purposes.

Contraband - Any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Board or any individual school. Property which is illegal to possess.

~~**Delivery** - The act of selling or distributing fireworks, alcohol, illegal drugs, narcotics, controlled substances, contraband or "look-alikes" of such substances to others for the purpose of intoxication or profit.~~

Dating Violence - A violent or controlling behavior that an individual uses against a girlfriend or boyfriend and can include emotional, physical and sexual abuse, stalking, yelling, threats, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy and possessiveness

Detention - Consequence for student misbehavior that requires student time away from peers and activities but does not result in missed instructional time in the classroom (likely to occur before or after school or on lunch periods).

~~**Delivery** - The act of selling or distributing fireworks, alcohol, illegal drugs, narcotics, controlled substances, contraband or "look-alikes" of such substances to others for the purpose of intoxication or profit.~~

Disciplinary Reassignment - The transfer of a student from his or her current CPS school to another CPS school for disciplinary reasons. Disciplinary Reassignments are reserved only for students who have been determined, pursuant to the SCC, to have engaged in continually disruptive or very serious acts of misconduct. All Disciplinary Reassignments must be approved and facilitated by the CAO or his or her designee, or if the CAO is not assigned to the school, the Chief Executive Officer or designee. For further information, refer to the Board's Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools (as may be amended).

Disorderly conduct - An act done in an unreasonable manner so as to alarm or disturb others and which provokes a breach of the peace.

Due process - The notification to the student and the parent concerning alleged act(s) of misconduct, the right to appeal, the opportunity to answer the charges, and the reason as to why intervention or consequence is necessary.

Expulsion - The removal of a student from school for 11 or more consecutive days, to a maximum of two calendar years. An expulsion requires a due process hearing including written notification of charges. The student and parent are informed of the due process hearing by registered or certified mail or by personal delivery. This definition does not apply to exclusion of a student from school for failure to comply with immunization requirements.

Extortion - The obtaining of money or information from another by coercion or intimidation.

Fighting - Physical contact between two or more individuals with intent to harm (It is not an act of misconduct to defend oneself as provided by the law.)

Firearm - The term "firearm/destructive device" as defined in 18 U.S.C. Section 921 includes, but is not limited to, handguns, rifles, automatic weapons, bombs, or other incendiary devices and parts thereof

Forgery - The false and fraudulent making or altering of a document or the use of such a document.

Gambling - Participation in games of chance or skill for money and/or things of value

Gang - Any ongoing organization or group of three or more persons having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity.

Gang activity - Any act, e.g., recruitment with use of intimidation, tagging or marking, assault, battery, theft, trespassing, or extortion, performed by a gang member or on behalf of a gang, and intended to further a common criminal objective. Intent can be implied from the character of the individual's acts as well as the circumstances surrounding the misconduct.

Hacking - Intentionally gaining access to a computer or computer network by illegal means or without authorization.

Inappropriate sexual conduct - Includes unwelcome sexual contact, indecent exposure or other sexual activities which do not involve the use of force, including the transmission of sexually suggestive images via information technology devices.

Indecent proposition - An unsolicited sexual proposal.

Information Technology Devices - These include, but are not limited to: computers, cellular phones used to exchange or access information, pagers, and personal digital assistants or handheld devices, that are used to access the internet, electronic mail or other information sites and that may or may not be physically connected to the network infrastructure.

Inoperable Network - A network is considered inoperable for purposes of this Code when it is unable to perform at the level of functionality intended by its maintainers.

In-school suspension - Consequence for student misbehavior that requires student attendance at school but suspends all privileges and requires them to spend their day away from peers and normally assigned classroom instructional settings while still completing assigned instructional tasks. The student remains in school. All privileges are suspended, classes are not attended. The action is recorded in the student's file. In-school suspension shall not exceed five days and parents must be notified (subject to review by the Chief Executive Officer or designee).

Insubordination - The act of a student enrolled in a military academy or JROTC program which defies a lawful and appropriate direct order of a superior ranked officer, staff member or another student

Intimidation - Engaging in behavior that prevents or discourages another student from exercising his/her right to education. Such prohibited behavior includes the use of threats, coercion or force against students, school personnel and school visitors.

Kidnapping - Secret confinement of another against his/her will or transportation of another by force or deceit from one place to another with the intent to secretly confine

Leaving the grounds without permission - "School grounds" refers to the school and the school property adjacent to the building.

Loitering - Occupying an unauthorized place in the school or on the school grounds

"Look-alike" substance - Any substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance.

Mob action - A large or disorderly group of students using force to cause injury to a person or property, or a large or disorderly group of students persisting in severe disruption after being directed to cease by school personnel or Police.

Murder - Killing of an individual without legal justification

Overt display of gang affiliation - Any act, e.g., wearing clothing or paraphernalia, the display of gang signs, symbols, and signals that signifies or exhibits an individual's affiliation with a gang that seriously disrupts the educational process. Gang affiliation can be implied from the character of the individual's acts as well as the circumstances surrounding the misconduct

Police notification - A report filed with the Police Department. The action is recorded in the student's file.

Possession - Physical control over real or personal property (whether lost, found, mislaid or stolen), such as clothing, lockers or bags.

Prohibited devices - Prohibited devices, such as pagers, are listed in the Illinois School Code Section 34-18.9.

Restorative Justice - A way of thinking and responding to conflict and problems that involves all participants in figuring out what happened, how it affected everyone and how to make things right--everyone involved is part of the problem-solving process.

Robbery - The taking of personal property in the possession of another by use of force or by threatening the imminent use of force.

School Peer Juries - School Peer Juries are used in student courts as an alternative to other intervention or consequence. The hearings may be held in the school that is attended by the offender or in a school within the Area of the offender's school. In order to appear before a School Peer Jury, the offending student must admit to committing the misconduct, and the student and parent must agree to abide by the decisions of the School Peer Jury and complete the disciplinary actions it recommends. To participate in School Peer Juries, a student must be referred by the principal, or other school discipline administrator, as approved by the principal. Any individual school's program must be approved by the Chief Executive Officer or designee before a School Peer Jury is put into use, and School Peer Jury members must receive specialized training.

Security Hazard - Anything that undermines, disrupts, or circumvents an information security system, regardless of intent.

Sex violations - Sex crimes which include the use of force such as criminal sexual assault, aggravated criminal sexual assault, criminal sexual abuse, and aggravated criminal sexual abuse.

Sexual harassment - Unwelcome sexual or gender-based conduct (either physical or verbal) and/or conduct of a sexual nature which is sufficiently severe, persistent or pervasive so as to limit a student's ability to participate in or benefit from the educational program or which creates a hostile or abusive school environment.

SMART (Saturday Morning Alternative Reach-Out and Teach Program) - A comprehensive and integrated eight-session Saturday morning program which includes the attendance of an adult representative at two meetings and the completion of outside community service. The SMART program provides students with character building and conflict resolution skills as well as prevention, intervention, referral and support services for amelioration of alcohol- or drug-related problems and misconduct in general.

Student assistance program - Any school based program available to provide students with the targeted academic or behavioral skill instruction necessary to increase their success in school, including interventions and restorative justice practices.

Suspension - The involuntary removal of a student from class attendance or school attendance for 10 days or fewer. (Any such removal requires parent notification and minimal due process, including oral or written notification of the charges and an opportunity for the student and/or parent to respond to the charges.) Suspension may not be used serially for a single act of misconduct. A student may be considered as trespassing if present on school grounds during the period of suspension. Appeals to suspensions may be made to the Chief Executive Officer or designee. Schools should attempt to ensure the student's receipt of class assignments for the period of the suspension, and the academic grade will not be affected when class assignments are completed satisfactorily.

Switchblade knife - A knife with a blade that opens automatically by hand pressure applied to a button spring or other device in the handle of the knife.

Theft - The obtaining or exerting of unauthorized control over the personal property of another.

Trespassing - Entrance onto school grounds when previously prohibited or remaining on school grounds after receiving request to depart.

Vandalism - The willful or malicious destruction or defacing of school property or the property of others.

Weapon - Any object that is commonly used to inflict bodily harm, and/or an object that is used or intended to be used in a manner that may inflict bodily harm, even though its normal use is not as a weapon. See Appendix E for more detail.

Appendix E

REFERENCE GUIDE FOR GROUPS 4, 5 AND 6 INAPPROPRIATE BEHAVIORS INVOLVING DANGEROUS OBJECTS, WEAPONS OR LOOK-ALIKE WEAPONS

SECTIONS 4-13 AND 5-11

If a student simply has any of these objects in his or her possession, but does not use them, (s)he should be charged with a violation of Section 4-13 of the SCC for a first-time violation or 5-11 of the SCC for a second or repeated violation. *If a student uses, or intends to use, any of these objects to inflict harm on someone, the student should be charged with a violation of Section 6-1.*

Knives - these include but are not limited to:

- Steak knife or other kitchen knives
- Pen knives/Pocket knives
- Hunting knives
- Swiss Army knife
- Box cutters
- Razors

Tools - these include but are not limited to:

- Hammers
- Screwdrivers
- Saws
- Crowbars/Metal pipes
- Other objects commonly used for construction or household repair

Other Objects - these include but are not limited to:

- Mace/Pepper spray
- Broken bottles or other pieces of glass
- Wooden sticks/boards

SECTION 6-1

If a student has any of these objects in his or her possession or uses any of these objects, (s)he should be charged with a violation of Section 6-1 of the SCC

Firearms - these include:

- Pistol
- Revolver
- Other firearms
- Live ammunition/Live bullets
- Any part or portion of a machine gun or rifle

Knives - these include only the following types of knives:

- Switchblade knives
- Ballistic knives (knives that are operated by an air or gas pump)

Explosive Devices/Gases - these include:

- Tear gas guns
- Projector bombs
- Noxious liquid gas
- Grenades
- Other explosive substances

Other Objects - these include:

- Blackjack
- Slingshot
- Sand club
- Sandbag
- Metal/brass knuckles
- Throwing stars
- Tasers/stun guns

"Look-Alike" Firearms - these include:

- B.B. guns
- Air guns
- Other objects, including "toys" or replicas that reasonably resemble real firearms

6-1 SPECIAL CONSIDERATION

If a student simply has any of these objects, or any other similar object in his/her possession, (s)he should not be charged with a violation of the SCC. *If a student uses, or intends to use, any of these objects to inflict bodily harm on someone, the student should be charged with a violation of Section 6-1*

Sporting Equipment - these include but are not limited to:

- Baseball bats
- Golf clubs

Personal Grooming Products - these include but are not limited to:

- Nail clippers/files
- Combs with sharp handles
- Tweezers

School Supplies - these include but are not limited to:

- Scissors
- Laser pointers
- Pens/Pencils
- Rulers
- Padlocks/Combination locks
- Other objects commonly used for educational purposes

Appendix FE¹⁹

PROCEDURAL GUIDE FOR STUDENTS WITH DISABILITIES

School officials may suspend students with disabilities and cease educational services for a total of up to 10 consecutive or 10 cumulative school days in one school year without providing special education procedural safeguards. Saturday, and before- and after-school detentions do not count toward the 10-day limit. Additionally, if students with disabilities continue to participate in the general education curriculum and receive their IEP ~~are provided with special education services~~, in-school suspensions do not count toward the 10-day limit. Principals are not required to suspend students with disabilities for the mandatory periods set forth in this Code for a single offense. ~~Specifically, the Principal or his or her designee has discretion to suspend students with disabilities fewer days than set forth for a single offense. Federal regulations offer some flexibility in suspending students with disabilities in excess of 10 school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of 10 days per school year, consultation by the school with Dispute Resolution (773/553-1905) is absolutely necessary. Without such consultation and approval from Dispute Resolution, the 10 school day limit on out of school suspensions will continue to apply. The Principal has discretion to be flexible in the amount of days of suspension given to students with disabilities. Students with disabilities can be suspended in excess of 10 school days in certain circumstances. In order to suspend a student with a disability in excess of 10 school days, the Office of Due Process and Mediation (773) 553-1905 MUST first be consulted for approval.~~

When school officials anticipate a referral for expulsion or for emergency alternative placement, the following apply:

1. ~~PSchool must provide~~ written notice to the parent/guardian or surrogate parent of the intervention or consequence being considered and the date of an Individualized Education Program (IEP) Manifestation Determination Review (MDR) meeting, which must be held within 10 school days of the date of the decision to discipline the student. School must also provide parent/guardian/surrogate with a written copy of Notice of Procedural Safeguards.
2. The IEP team must:
 - A. Determine whether the misconduct is related to the student's disability by reviewing all current and relevant information, including evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP. The behavior is a manifestation of the student's disability if:
 - 1) the conduct in question was caused by the student's disability or has a direct and substantial relationship to the student's disability; and/or
 - 2) the conduct in question was the direct result of the school's failure to implement the student's IEP.
 - B. Review, and revise, if necessary, the student's existing behavior intervention plan or develop a functional behavior assessment and behavior intervention plan (FBA/BIP) to address the misconduct. The behavior intervention plan must address the misconduct for which the student is being disciplined.

If the student's behavior is not a manifestation of the disability, school officials may apply the Student Code of Conduct, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, a disciplinary change in placement (expulsion) cannot occur.

Students with disabilities may be placed in an interim alternative educational setting for a maximum of 45 school days, even in instances where the student's misconduct is ultimately determined to be a manifestation of his or her disability.

¹⁹ All procedural safeguards contained in the SCC and this Appendix are equally applicable to those students with §504 plans.

Students with disabilities may be referred for emergency interim alternative placement when in possession of weapons; or large amounts of drugs, or for inflicting serious bodily injury on another person while on school grounds or at a school sponsored event. The parent or legal guardian may request a due process hearing to challenge the emergency interim alternative placement.

For students with disabilities whose misconduct presents a danger to themselves or others in a manner other than those specified above, please consult with Dispute Resolution the Office of Due Process and Mediation, as the Chief Executive Officer may request that a hearing officer order a 45-day emergency interim alternative placement.

Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative educational setting.

~~Federal regulations offer some flexibility in suspending students with disabilities in excess of 10 school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of 10 days per school year, consultation by the school with the Office of Due Process and Mediation (773-553-1905) is absolutely necessary. Without such consultation and approval from the Department, the 10 school day limit on out of school suspensions will continue to apply.~~

Appendix GF

NOTICE TO PARENTS AND STUDENTS REGARDING BOARD POLICIES

Under the Federal Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"), students and their parents have certain rights with respect to the student's educational records. These rights transfer solely to the student who has reached the age of 18, graduated from secondary school, married or entered into military service, whichever comes first.

Student Records

The law requires the Board of Education of the City of Chicago (the "Board") to maintain educational records, which includes both "permanent records" and "temporary records." A student's permanent record contains the student's name, place and date of birth, address, transcript, parent(s) name(s) and address(es), attendance records, and other information mandated by the Illinois State Board of Education. The student's temporary records include all school-related student information not contained in the permanent record. Student records may include both paper and electronic records.

Notice of Student Record Retention and Disposal

According to Board policy, the retention periods for records are as follows:

- The Student Cumulative (or Temporary) Record for elementary school students shall be kept until the student is 21 years old and for high school students, shall be kept until the student is 27 years old.
- Special education related records for students with disabilities shall be kept until the student is 27 years old.
- Student Permanent records are kept for at least 60 years after the student has transferred, graduated, or otherwise permanently withdrawn from the school.

The Board will follow the above retention schedule and will destroy these student records in the natural course of business when the records are eligible for disposal. Parents will be given notice when students permanently withdraw from school of the record disposal schedule. For additional information, refer to the Board's Policy on the Maintenance and Retention of School Student Records at (<http://policy.cps.k12.il.us/documents/706.1.pdf>)

Right to Review and Challenge Student Records

Parents and students, whether emancipated or not, have the right to inspect and copy all of the student's educational records maintained by the school or the Board unless the parent is prohibited by an order of protection from obtaining those records.

When a student is transferring to a school outside the Chicago Public Schools district, parents have the right to inspect and copy and to challenge their children's temporary and permanent student records prior to the time records are transferred to the out-of-district school.

Schools may not charge to search for or retrieve information, though schools may charge a reasonable fee to copy records. *No parent or student shall be denied a copy of the student records due to their inability to pay.*

Parents have the right to request that a school corrects recorded information (with the exception of academic grades) that they believe is inaccurate, irrelevant or inappropriate through an informal conference at the local school. If the school decides not to amend the records, the parent has the right to request a formal hearing by submitting a written request to the Board. Parents should contact the Office of P-12 Management, Chicago Public Schools, 125 S. Clark Street, 10th Floor, Chicago, IL 60603, for a formal hearing. After the hearing, if the Board decides not to amend the record, the parent has the right to place a statement with the records commenting on the contested information in the record. The parent may appeal the Board's decision by contacting the Illinois State Board of Education (ISBE), Division Supervisor for the Division of Accountability, 100 W. Randolph St., Suite 14-300, Chicago, IL 60601. For more information on how to review and/or challenge a student's record, review the Board's policy on "Parent and Student Rights of Access to and Confidentiality of Student Records" (<http://policy.cps.k12.il.us/documents/706.3.pdf>).

Release of Student Records

Generally, schools may not release student records information without written permission from the parent. However, the law allows the disclosure of records, without consent, to select parties, including

- School district employees or officials²⁰ who have an academic or administrative interest in the student;
- Schools to which the student is transferring, upon the request of the parent or student,
- Certain government officials as required by State or Federal law,
- Persons conducting studies, provided no student can be individually identified,
- Individuals who have obtained a court order regarding the records, provided the parents are notified;
- Persons who need the information in light of a health or safety emergency, and
- State and local authorities in the juvenile justice system.

A school may also disclose, without consent, certain "Directory Information" such as a student's name, address, telephone number, date and place of birth, and awards and dates of attendance, provided that prior to the release of the Directory Information the parents are given the opportunity to opt out of the release of this information, in which case the information will not be released.

Please note that no person may condition the granting or withholding of any right, privilege or benefit or make as a condition of employment, credit or insurance the securing by any individual of any information from a student's temporary record that the individual may obtain through the exercise of any right secured under ISSRA.

Release of Records to Recruiters

The No Child Left Behind Act ("NCLB") and the Illinois School Code require, school districts to provide the names, addresses and telephone numbers of all 11th and 12th grade students to military recruiters or institutions of higher learning upon their request. This information is made available to recruiters only through the Office of P-12 Management. Parents and students, regardless of whether the student is emancipated or not, may request that their contact information not be disclosed as described below.

If a parent or student does not wish to have the student's contact information released to military recruiters or institutions of higher education, they must submit a written request to the Office of P-12 Management, Chicago Public Schools, 125 S. Clark St., 10th Floor, Chicago, IL 60603. (773) 553-2150 FAX (773) 553-2151. The request to opt out must include the student's name, ID number and school. For convenience, the Board has developed an opt out form which is available at all Chicago Public Schools high schools. Parents and students must submit their opt out request to the Office of P-12 Management by **December 1st** if they wish to opt out of releasing student records to recruiters. For more information on opting out of the release of contact information to recruiters, please review the Board's "Recruiter Access Policy" (<http://policy.cps.k12.il.us/documents/708.1.pdf>).

Release of Records for FAFSA Completion Project and National Student Clearinghouse

The Board releases student Directory Information on all 12th grade students to:

(1) The Illinois Student Assistance Commission (ISAC) to assist students with college financing opportunities by completing the Free Application for Federal Student Aid (FAFSA) and to determine eligibility for ISAC-related scholarships. The FAFSA is required for students to receive many forms of college financial aid; ISAC and CPS collaborate to support family FAFSA completion, and

(2) The National Student Clearinghouse, an organization which provides data to CPS on students' postsecondary enrollment and retention. The National Student Clearinghouse helps CPS to understand and improve the college readiness and success of CPS graduates.

The Directory Information to be released is: the student's name, address, date of birth and high school name. If a parent or student does not wish to have the student's Directory Information released to ISAC

²⁰ School officials can include contractors, consultants, volunteers or other parties under the Board's direct control with whom the Board has agreed to outsource certain institutional services or functions, and who have a legitimate educational interest in the specific education records disclosed. The Board's agreement with these contractors, consultants, volunteers or other parties will specifically outline the legitimate educational interest and which educational records are disclosed.

for the FAFSA Completion Project and scholarships or the National Student Clearinghouse they must submit a written request to the Office of College and Career Preparation, Chicago Public Schools, 125 S. Clark St., 12th Floor, Chicago, IL 60603, (773) 553-5934, FAX (773) 553-2971. The request to opt out must include the student's name, ID number and school. For convenience, the Board has developed an opt out form which is available at all Chicago Public Schools high schools. Parents and students must submit their opt out request to the Office of College and Career Preparation by October 1st if they wish to opt out of releasing student Directory Information for the FAFSA Completion Project and/or the National Student Clearinghouse.

Filing of Complaints

Parents have the right to file a complaint with the U.S. Department of Education if they believe the school district has failed to abide by the requirements of FERPA by contacting the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202-5901

Student Interventions

The District maintains a policy on the use of momentary physical interventions to maintain the safety of students and staff and to remove disruptive students from the classroom (<http://policy.cps.k12.il.us/documents/705.7.pdf>). The District also maintains a policy on the use of Behavioral Interventions, Physical Restraints and Isolated Time-Outs with Students with Disabilities (<http://policy.cps.k12.il.us/documents/203.4.pdf>).

Notice of Search and Seizure Policy

Any Person who enters onto the property of the Board of Education of the City of Chicago may be subject to a search in accordance with the Board's Search and Seizure Policy. (<http://policy.cps.k12.il.us/documents/409.3.pdf>)

Student Research Surveys

The District maintains a Research Study and Data Policy to address how individuals may conduct student research activities including surveys in the Chicago Public Schools. (<http://policy.cps.k12.il.us/documents/203.4.pdf>). This policy has been established to comply with the requirements of the Federal Pupil Protection Rights Act ("PPRA"). Parents or guardians who believe their rights under the PPRA may have been violated may file a complaint with Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202

Administration of Medications Policy

The District maintains a policy on the requirements for the administration of medication to a student during school hours (<http://policy.cps.k12.il.us/documents/704.2.pdf>). A written request must be made by a licensed physician and submitted on the CPS medication request form. The parent/guardian must submit a signed Parent's Authorization to Release Medical Information form. Medication will not be administered unless these forms are properly completed and received. This policy addresses administration of both prescription drugs and non-prescription (over the counter) drugs. Students shall not bring medication to school without authorization.

CPS Policy Website

Copies of all Board Policies can be obtained on the CPS Website at (<http://policy.cps.k12.il.us/>) or by writing to the Board Secretary, Chicago Board of Education, 125 S. Clark St., 6th Floor, Chicago, Illinois 60603.

Appendix HG

BALANCED AND RESTORATIVE JUSTICE STRATEGIES

Following is a listing of generally accepted balanced and restorative justice strategies. Balanced and restorative justice strategies may be used at the discretion of the principal in lieu of, or in addition to, certain other non-Group 5 or 6 interventions set forth in the SCC, when all parties voluntarily agree to participate and the appropriate resources are available to support a meaningful effort. ~~These strategies may also be used in conjunction with other interventions.~~ This list is not exhaustive of all balanced and restorative justice strategies.

Circles

(Also called Peacemaking Circles, Circles of Understanding)

Circles - sometimes called peacemaking circles - use traditional circle ritual and structure to involve the victim, victim supporters, the offender, offender supporters, police, and all interested community members. Within the circle, people can speak from the heart in a shared search for understanding of the event, and together identify the steps necessary to assist in healing all affected parties and prevent future offenses.

Circles typically involve a multi-step procedure that includes: (1) application by the offender to participate in the circle process; (2) a healing circle for the victim; (3) a healing circle for the offender; (4) a circle to develop consensus on the elements of a healing plan; and (5) follow-up circles to monitor the progress of the offender. The healing plan may incorporate commitments by the school, community, and family members, as well as by the offender. Specifics of the circle process vary from community to community and are designed locally to fit community needs and culture. Circles also may be used in schools to improve school culture and build relationships.

Goals

The goals of circles include:

- Promote healing for all affected parties
- Provide an opportunity for the offender to make amends
- Empower victims, community members, families, and offenders by giving them a voice and a shared responsibility in finding constructive resolutions
- Address the underlying causes of offense behavior
- Build a sense of community and its capacity for resolving conflict
- Promote and share community values
- Improve school culture

Implementation

A successful circle process depends upon a healthy partnership between the school and the community. Participants from both need training and skill building in the circle process, peacemaking, and consensus building. The school can subsequently customize the circle process to fit local resources and culture

Circles are not appropriate for all offenses. The connection of the offender to the community, the sincerity and nature of the offender's efforts to be healed, the input of victims, and the dedication of the offender's support group are key factors in determining whether a case is appropriate for the circle process

Community Service

Community service is work performed by an offender for the benefit of the school community as a formal or informal sanction. Just as neighborhoods and school communities are harmed by criminal and delinquent activities, they can be at least partially restored by meaningful service that contributes to their improvement. Community service offers one way an offender can be held accountable to repair some of the harm caused by his or her criminal or delinquent actions

Goals

The goals of community service are to:

- Hold offenders accountable for the harm they have caused to the school community
- Provide school communities with human resources that can assist in maintaining a positive school climate
- Allow victims a voice and occasionally some direct benefit by recommending the type of community service performed

Implementation

Successful community service programs require a true partnership. Offenders in a school community can enhance efforts of the community by providing meaningful contributions. Examples of community service include: programs that beautify a community's environment such as cleanup efforts or graffiti removal. Truly restorative community service offers crime victims the opportunity to provide input into the types of community service they would like to see the offender perform, including activities that directly benefit the victim or a charity or project of the victim's choice.

Peer Juries

(Also called Youth, Teen and Student Courts)

Peer Juries are programs in which youth work together with youthful offenders, victims and the community which is most often the school setting, to repair harm, build competencies and help to create safer schools and/or communities. Youth Courts typically are set up in different configurations resembling courts, while peer juries often resemble BARJ models of Peacemaking Circles or Community Panels. They usually deal with minor delinquent and other problem behaviors.

Most programs require youth to admit guilt or accept responsibility prior to participation. When the program or disposition is completed, charges or consequences are typically dismissed. Agencies operating and administering youth court programs include juvenile courts, juvenile probation departments, law enforcement, private nonprofit organizations, and schools.

Goals

The goals of peer juries are to:

- Determine a fair and restorative sentence or disposition
- Supervise the disposition and monitor the outcome

Implementation

Successful peer juries consist of students who are trained in restorative justice practices, including circles, conferencing and community panels. Students who participate in peer jury sessions as victims, offenders or community members should be encouraged to participate as volunteers on subsequent panels

Restorative Group Conferencing (Also called Family Group Conferencing or Accountability Conferencing)

Restorative group conferencing involves the community of people most affected by the offense -- the victim and the offender; and the family, friends and key supporters of both -- in deciding the resolution of an incident. These affected parties are brought together by a trained facilitator to discuss how they and others have been harmed by the offense and how that harm might be repaired. To participate, the offender must admit to the offense. Participation by all involved is voluntary. The facilitator contacts the victim and offender to explain the process and invites them to the conference; the facilitator also asks them to identify key members of their support systems, who will be invited to participate as well.

The conference typically begins with the offender describing the incident, followed by each participant describing the impact of the incident on his or her life. It is preferable to allow the victim to start the discussion, if they wish. Through these narrations, the offender is faced with the human impact of the behavior on the victim, on those close to the victim, and on the offender's own family and friends. The victim has the opportunity to express feelings and ask questions about the incident. After a thorough discussion of the impact of the behavior on those present, the victim is asked to identify desired outcomes from the conference, and thus help to shape the obligations that will be placed on the offender. All participants may contribute to the problem-solving process of determining how the offender might best repair the harm he or she has caused. The session ends with participants signing an agreement outlining their expectations and commitments.

Goals

The goals of restorative group conferencing include:

- Provide an opportunity for the victim to be directly involved in the discussion of the offense and in decisions regarding appropriate sanctions to be placed on the offender
- Increase the offender's awareness of the human impact of his or her behavior and provide an opportunity to take full responsibility for it
- Engage the collective responsibility of the offender's support system for making amends and shaping the offender's future behavior
- Allow both offender and victim to reconnect to key community support systems

Implementation

In implementing any restorative conferencing program, the facilitators, who may be students or school personnel, must be trained in conferencing preparation techniques. It is critically important that the facilitator do everything possible to ensure that neither the victims nor offenders are harmed in any way. Additionally, the victim's participation must be completely voluntary, as should the participation of the offender. Whenever possible, the victim should be given choices concerning decisions such as when and where the conferencing session will take place, who will be present, who will speak first, etc. The facilitator should conduct in person, pre-conferencing sessions with both parties and make follow-up contacts, including the monitoring of any agreement reached.

Victim Impact Panels

Victim impact panels provide a forum for victims to tell a group of offenders about the impact of the offense on their lives and on the lives of their families, friends, and neighbors. Panels typically involve three or four victim speakers, each of whom spends about 15 minutes telling their story in a nonjudgmental, non-blaming manner. The offenders of the victim presenters are not present. While some time is usually dedicated to questions and answers, the purpose of the panel is for the victims to speak, rather than for the victims and offenders to engage in a dialogue.

Goals

The goals of victim impact panels are to:

- Help offenders understand the impact of their offenses on victims and communities
- Provide victims with a structured, positive outlet to share their personal experiences and to educate offenders, and others about the physical, emotional, and financial consequences of offenses
- Build a partnership among victim service providers and community agencies that can raise the individual and community awareness of the short- and long-term impacts of crime

Implementation

Many criminal and juvenile justice agencies have institutionalized victim impact panels as a sentencing option. Victim service organizations either implement the program for the court, or work in collaboration with justice personnel to conduct panels. Whatever the structure, victim service agencies are usually best prepared to perform the critically important role of screening victims to ensure they are sufficiently healed from their victimization experience not to be re-traumatized by participating in the panel. Other implementation tasks are to prepare the victims for participation, moderate the panels, gather participant feedback information, and provide records of participants and program activities to the sentencing authority.

Victim Offender Conferencing
(Also called Victim-Offender Mediation, or Victim-Offender Dialogue)

Victim offender mediation is a process that provides interested victims an opportunity to meet their offender, in a safe and structured setting, and engage in a mediated discussion of the offense. With the assistance of a trained mediator, the victim is able to tell the offender about the offense's physical, emotional, and financial impact; to receive answers to lingering questions about the offense and the offender; and to be directly involved in developing a restitution plan for the offender to pay back his or her financial debt.

This process is different from mediation as it is practiced in civil or commercial disputes, since the involved parties are not "disputants" nor of similar status - with one an admitted offender and the other the victim. Also, the process is not primarily focused upon reaching a settlement, although most sessions do, in fact, result in a signed restitution agreement. Because of these fundamental differences with standard mediation practices, some programs call the process a victim offender "dialogue," "meeting," or "conference."

Goals

The goals of victim offender mediation include.

- Support the healing process of victims by providing a safe and controlled setting for them to meet and speak with the offender on a strictly voluntary basis
- Allow the offender to learn about the impact of the offense on the victim and to take direct responsibility for their behavior
- Provide an opportunity for the victim and offender to develop a mutually acceptable plan that addresses the harm caused by the offense

Implementation

In implementing any victim offender mediation program, it is critically important to maintain sensitivity to the needs of the victim. First and foremost, the mediator must do everything possible to ensure that the victim will not be harmed in any way. Additionally, the victim's participation must be completely voluntary, as should the participation of the offender. The victim should also be given choices, whenever possible, concerning decisions such as when and where the mediation session will take place, who will be present, who will speak first, etc. Cases should be carefully screened regarding the readiness of both victim and offender to participate. The mediator should conduct in person, pre-mediation sessions with both parties and make follow-up contacts, including the monitoring of any agreement reached.

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Appendix IH

ACKNOWLEDGEMENT OF RECEIPT OF THE STUDENT CODE OF CONDUCT

Chicago Public Schools
Student Code of Conduct
~~2010-2011~~ 2011-2012

Student Agreement

I, _____ (print student's name) have received and read the Student Code of Conduct ("SCC") for the Chicago Public Schools. I am aware of my rights and responsibilities under the SCC. Furthermore, I understand that acts of misconduct or inappropriate student behavior will result in interventions and consequences as stated under the SCC.

Student Signature

Date

Parent/Guardian Agreement

Dear Parent or Guardian:

Chicago Public Schools believes that you should be informed regarding our effort to create and maintain a safe and secure learning environment for all students. Please read the SCC and sign the document below to acknowledge your receipt and understanding of the SCC.

I am the parent or guardian of the above named student. I have received and read the SCC. I understand that by signing this document, I agree to support and promote the goals of the SCC and make every effort to work with the school in resolving all disciplinary matters.

Parent/Guardian Signature

Date

President Vitale indicated that if there were no objections, Board Reports 11-0727-RS1 through 11-0727-RS6, 11-0727-PO1 and 11-0727-PO2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0727-RS1 through 11-0727-RS6, 11-0727-PO1 and 11-0727-PO2 adopted.

11-0727-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF AUGUST 24, 2011**

**David J. Vitale President, and
Members of the Board of Education**

**Henry S. Bienen
Dr. Mahalia A. Hines
Penny Pritzker
Jesse H. Ruiz
Rodrigo A. Sierra
Andrea L. Zopp**

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, August 24, 2011 will be held at:

The Central Administration Building
125 South Clark Street
Chicago, Illinois 60603
Board Chamber - 5th Floor

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1st Floor of the Clark Street Lobby. The Board Meeting will begin at 10:30 a.m. The Public Participation segment of the meeting will begin immediately following the CEO Report and proceed for two hours.

11-0727-CO2

**COMMUNICATION RE:
FILING OF 2011-2012 PROPOSED BUDGET**

TO THE MEMBERS OF THE BOARD OF EDUCATION:

This is to advise that in compliance with the statutes of the State of Illinois, the Chicago Board of Education has prepared in tentative form the School Budget for the 2011-2012 Fiscal Year and that five (5) copies thereof will be on file in the Office of the Board on August 5, 2011.

Further, the Office of Management and Budget will hold three (3) public hearings on the proposed budget in tentative form on Wednesday, August 10, 2011, on Thursday, August 11, 2011 and on Friday, August 12, 2011 **beginning at 7:00 p.m.** at the following locations in Chicago, Illinois. **Registration will be held from 6:00 p.m. to 7:00 p.m.**

The Secretary of the Chicago Board of Education will publish notice of these hearings in a newspaper having general circulation in the City of Chicago.

| | | |
|-----------------------------------|----------------------------------|--------------------------------|
| Wednesday, August 10, 2011 | Thursday, August 11, 2011 | Friday, August 12, 2011 |
| Lane Tech High School | Westinghouse High School | Simeon High School |
| 2501 W. Addison Street | 3223 W. Franklin Blvd | 8147 S. Vincennes |

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11-0727-EX1*

TRANSFER OF FUNDS
Various Units and Objects

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of June. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from Chief Education Officer to Edmund Burke Elementary School

| | | | |
|----------------|--------------------------------------|-------------------------------------|--------|
| Rationale: | ALO - funds for Case Manager Bucket. | | |
| Transfer From: | Unit | Chief Education Officer | 10810 |
| | Fund | Federal IDEA - 2009 Stimulus (ARRA) | 221 |
| | Account | Property - Equipment | 55005 |
| | Program | Extended Learning - Instruction | 119048 |
| | Grant | Lea Flow Thru Instruction Arra | 462049 |
| Transfer to: | Unit | Edmund Burke Elementary School | 22411 |
| | Fund | Federal IDEA - 2009 Stimulus (ARRA) | 221 |
| | Account | Benefits Pointer | 51330 |
| | Program | General Salary S Bkt | 290001 |
| | Grant | Lea Flow Thru Instruction Arra | 462049 |
| Amount: | \$1,000.00 | | |

2. Transfer for Chief Education Officer

| | | | |
|----------------|-----------------------------------|-------------------------------------|--------|
| Rationale: | ALO - add funds to bucket 429643. | | |
| Transfer From: | Unit | Chief Education Officer | 10810 |
| | Fund | Federal IDEA - 2009 Stimulus (ARRA) | 221 |
| | Account | Commodities: Software | 53306 |
| | Program | Extended Learning - Instruction | 119048 |
| | Grant | Lea Flow Thru Instruction Arra | 462049 |
| Transfer to: | Unit | Chief Education Officer | 10810 |
| | Fund | Federal IDEA - 2009 Stimulus (ARRA) | 221 |
| | Account | Bucket Position Pointer | 51320 |
| | Program | General Salary S Bkt | 290001 |
| | Grant | Lea Flow Thru Instruction Arra | 462049 |
| Amount: | \$1,000.00 | | |

3. Transfer for Information & Technology Services

| | | | |
|----------------|---|-----------------------------------|--------|
| Rationale: | Transfer funds to cover leasing/buy out of computer equipment (desktop/laptops) (OMB#105552). | | |
| Transfer From: | Unit | Information & Technology Services | 12510 |
| | Fund | General Education Fund | 115 |
| | Account | Property - Equipment | 55005 |
| | Program | Business Services | 266101 |
| | Grant | Default Value | 000000 |
| Transfer to: | Unit | Information & Technology Services | 12510 |
| | Fund | General Education Fund | 115 |
| | Account | Services - Contractual | 54105 |
| | Program | Tech/XI - Leasing | 266411 |
| | Grant | Default Value | 000000 |
| Amount: | \$1,000.00 | | |

4. Transfer for Information & Technology Services

Rationale: Transfer funds per CIO request to provide technology equipment to various schools for school based technology equipment. Per Luis R Bayon -Itg 105602.

| | | | |
|----------------|---------|-----------------------------------|--------|
| Transfer From: | Unit | Information & Technology Services | 12510 |
| | Fund | General Education Fund | 115 |
| | Account | Commodities - Postage | 53510 |
| | Program | Business Services | 266101 |
| | Grant | Default Value | 000000 |

| | | | |
|--------------|---------|-----------------------------------|--------|
| Transfer to: | Unit | Information & Technology Services | 12510 |
| | Fund | General Education Fund | 115 |
| | Account | Property - Equipment | 55005 |
| | Program | Organization Services | 266102 |
| | Grant | Default Value | 000000 |

Amount: \$1,000.00

5. Transfer for Information & Technology Services

Rationale: Transfer funds per CIO request to provide technology equipment to various schools for school based technology equipment. Per Luis R Bayon -Itg 105602

| | | | |
|----------------|---------|-----------------------------------|--------|
| Transfer From: | Unit | Information & Technology Services | 12510 |
| | Fund | General Education Fund | 115 |
| | Account | Commodities: Software | 53306 |
| | Program | Epmo | 266206 |
| | Grant | Default Value | 000000 |

| | | | |
|--------------|---------|-----------------------------------|--------|
| Transfer to: | Unit | Information & Technology Services | 12510 |
| | Fund | General Education Fund | 115 |
| | Account | Property - Equipment | 55005 |
| | Program | Organization Services | 266102 |
| | Grant | Default Value | 000000 |

Amount: \$1,000.00

493. Transfer for Citywide Pension & Liability Insurance

Rationale: Transfer fund to pay for the Chicago Police Department's \$46.3mm in FY2011 - requested by Joanna Koh and approved by Arnaldo Rivera.

| | | | |
|----------------|---------|--|--------|
| Transfer From: | Unit | Citywide Pension & Liability Insurance | 12470 |
| | Fund | General Education Fund | 115 |
| | Account | Unemployment Compensation | 57505 |
| | Program | Other General Charges | 119004 |
| | Grant | Default Value | 000000 |

| | | | |
|--------------|---------|--|--------|
| Transfer to: | Unit | Citywide Pension & Liability Insurance | 12470 |
| | Fund | General Education Fund | 115 |
| | Account | Services - Contractual | 54105 |
| | Program | Security-Police Officers | 254610 |
| | Grant | Default Value | 000000 |

Amount: \$6,000,000.00

494. Transfer from Citywide Capital/Operations to Richard T Crane Tech Prep Comm On School

Rationale: Funds Transfer From Award# 2011-482-00-13 To Project# 2011-46081-MCR : Change Reason : NA.

| | | | |
|----------------|---------|-----------------------------|--------|
| Transfer From: | Unit | Citywide Capital/Operations | 12150 |
| | Fund | Anticipate BABS 2 | 482 |
| | Account | Capitalized Construction | 56310 |
| | Program | Masonry/Windows | 009551 |
| | Grant | Default Value | 000000 |

| | | | |
|--------------|---------|--|--------|
| Transfer to: | Unit | Richard T Crane Tech Prep Comm On School | 46081 |
| | Fund | Anticipate BABS 2 | 482 |
| | Account | Capitalized Construction | 56310 |
| | Program | Renovations | 25350X |
| | Grant | Default Value | 000000 |

Amount: \$9,500,808.00

495. Transfer from Citywide Capital/Operations to DuSable Multiplex

Rationale: Funds Transfer From Award# 2011-482-00-13 To Project# 2011-46541-MCR ; Change Reason : NA.

| | | | |
|----------------|---------|-----------------------------|--------|
| Transfer From: | Unit | Citywide Capital/Operations | 12150 |
| | Fund | Anticipate BABS 2 | 482 |
| | Account | Capitalized Construction | 56310 |
| | Program | Masonry/Windows | 009551 |
| | Grant | Default Value | 000000 |
| Transfer to: | Unit | DuSable Multiplex | 46541 |
| | Fund | Anticipate BABS 2 | 482 |
| | Account | Capitalized Construction | 56310 |
| | Program | Renovations | 253508 |
| | Grant | Default Value | 000000 |
| Amount: | | \$12,540,000.00 | |

496. Transfer from Citywide Capital/Operations to Joseph Stockton School

Rationale: Funds Transfer From Award# 2011-482-00-13 To Project# 2011-25501-MCR ; Change Reason : NA.

| | | | |
|----------------|---------|-----------------------------|--------|
| Transfer From: | Unit | Citywide Capital/Operations | 12150 |
| | Fund | Anticipate BABS 2 | 482 |
| | Account | Capitalized Construction | 56310 |
| | Program | Masonry/Windows | 009551 |
| | Grant | Default Value | 000000 |
| Transfer to: | Unit | Joseph Stockton School | 25501 |
| | Fund | Anticipate BABS 2 | 482 |
| | Account | Capitalized Construction | 56310 |
| | Program | Renovations | 253508 |
| | Grant | Default Value | 000000 |
| Amount: | | \$12,803,318.00 | |

497. Transfer from Citywide Education General to Citywide Pension & Liability Insurance

Rationale: Transfer fund to pay for the Chicago Police Departments \$46.3mm in FY2011 - requested by Joanna Koh and approved by Arnaldo Rivera.

| | | | |
|----------------|---------|--|--------|
| Transfer From: | Unit | Citywide Education General | 12670 |
| | Fund | General Education Fund | 115 |
| | Account | Teacher Salaries - Substitutes | 51500 |
| | Program | Teacher Substitutes/Overtime | 119009 |
| | Grant | Default Value | 000000 |
| Transfer to: | Unit | Citywide Pension & Liability Insurance | 12470 |
| | Fund | General Education Fund | 115 |
| | Account | Services - Contractual | 54105 |
| | Program | Security-Police Officers | 254610 |
| | Grant | Default Value | 000000 |
| Amount: | | \$19,100,000.00 | |

***[Note: The complete document will be on File in the Office of the Board]**

11-0727-ED1

REPORT ON STUDENT EXPULSIONS FOR JUNE 2011

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

6 Students were expelled from the Chicago Public Schools in June 2011

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer

approved the expulsion of 6 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

June Totals
(June 1 to June 30, 2011)

| | |
|-----------------|------------|
| Expulsions | 6 |
| No Expulsions | 52 |
| SMART Referrals | 96 |
| | <u>154</u> |

(2010-2011 Totals to Date)
(August 1, 2010 to current)

| | |
|-------------------|--------------|
| Expulsions | 388 |
| No Expulsions | 300 |
| SMART Referrals | 781 |
| Decisions Pending | 25 |
| | <u>1,494</u> |

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

11-0727-FN1

**APPROVE ENTERING INTO A GUARANTOR'S ACKNOWLEDGEMENT AND CONSENT RELATING TO
PERSPECTIVES CHARTER SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve execution of acknowledgements relating to the Perspectives Charter School's Guaranty Agreement from the Chicago Board of Education ("the Board") to Harris Trust and Savings Bank ("the Bank"). The authority granted herein shall automatically rescind in the event written agreements are not executed within 90 days of the date of this Board Report. Information pertinent to the lease agreements is stated below

This Board Report is necessary because the Board executed and delivered a guaranty agreement dated July 17, 2003 (the "Guaranty Agreement") and became a limited guarantor of Perspectives Charter School.

Perspectives has requested that the Bank amend the reimbursement agreement to change the test dates for a financial covenant, and the Bank has required, as a condition precedent to entering into such amendment, that the Board acknowledge said amendment and reaffirm its Guaranty Agreement.

The Board hereby consents to and acknowledges the amendment of the Reimbursement Agreement dated as of July 1, 2003, between Perspectives Charter School and Harris Trust and Savings Bank, (the "Reimbursement Agreement") modifying the cash balance measurement dates and amounts.

The Board hereby reaffirms its Guaranty Agreement and the covenants, representations and warranties set forth therein. This approval is contingent upon Perspectives Charter School's maintenance of all of its prior guaranty agreements relating to the Board, which were in effect as of July 17, 2003

The Board hereby waives any Existing Default and authorizes the Chief Financial Officer and General Counsel to negotiate such other terms and conditions as may be necessary to enforce these agreements.

The obligations of the Board as guarantor shall at all times be consistent with the obligations of others providing guaranties under the Reimbursement Agreement.

AUTHORIZATION: Authorize the General Counsel and Chief Financial Officer to include other relevant terms and conditions in the Amendment and the acknowledgement thereof.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

11-0727-FN2

AUTHORIZE PAYMENT TO ILLINOIS STATE BOARD OF EDUCATION

THE CHIEF FINANCIAL OFFICER RECOMMENDS THE FOLLOWING:

Authorize payment to the Illinois State Board of Education pursuant to an agreement between the Illinois State Board of Education and the United States Department of Education resolving a dispute regarding Title I, Part A comparability obligations for the 2004-2005, 2005-2006, and 2006-2007 program years

PAYEE: Illinois State Board of Education
ACN: ED-OIG/A05G0033

HISTORY: In 2007, the United States Department of Education, Office of Inspector General cited the Illinois State Board of Education for not adequately monitoring the Chicago Board of Education's compliance with the Title I, Part A, Comparability of Services obligations in the 2004-2005 and 2005-2006 program years. A final audit report issued by the United States Department of Education to the Illinois State Board of Education determined that the Chicago Board of Education did not satisfy its Title I, Part A comparability obligations for the 2004-2005 and 2005-2006 program years. The final audit report also asked that the Illinois State Board of Education review the Chicago Board of Education's 2006-2007 program year comparability determinations to ensure compliance and return any funds that represented the amount by which the Chicago Board of Education may have failed to comply with the Title I, Part A comparability requirement for the 2006-2007 program year.

The Illinois State Board of Education and the United States Department of Education have resolved this matter by entering into a settlement agreement. As a result of this agreement, the Chicago Board of Education is required to submit payment to Illinois State Board of Education in the amount of \$1,200,000.00. Pursuant to the terms of the agreement, the Illinois State Board of Education will remit this amount to the United States Department of Education. The Chicago Board of Education has determined that payment will be made in full to avoid subsequent interest payments.

AUTHORIZATION: Authorize the Chief Financial Office to remit the payment to the Illinois State Board of Education in full.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Local Fund Account # 12670-115-52100-113103-000000.....\$1,200,000.00

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-OP1

**APPROVE ENTERING INTO A RECIPROCAL SHARED USE AGREEMENT AND TEMPORARY
CONSTRUCTION LICENSE AGREEMENT WITH THE CHICAGO PARK DISTRICT AND TO CONSENT
TO THE AMENDMENT OF PLANNED DEVELOPMENT #808 IN CONNECTION
WITH THE CONSTRUCTION AND USE OF ATHLETIC FACILITIES AT
NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The Public Building Commission of Chicago ("PBC") holds title to a portion of the North Grand High School property, adjacent to Kildare Avenue, for the Chicago Board of Education ("Board"). The Chicago Park District ("CPD") owns Greenbaum Park. The City of Chicago has agreed to close a portion of Kildare Avenue between North Grand High School ("School") and Greenbaum Park and to provide funding to CPD for the construction of a new soccer/football field and softball field as shown on Exhibit C ("Athletic Facilities") that will be located on the Board's property described on Exhibit A, on closed Kildare Avenue and on CPD's property described on Exhibit B. CPD has agreed to construct and maintain the Athletic Facilities and to enter into a twenty-five (25) year non-revocable Reciprocal Shared Use Agreement ("Shared Use Agreement") with the Board for joint use of the Athletic Facilities as shown on Exhibit C. The amendment to PD #808 and the Shared Use Agreement will allow CPD and the Board to have shared use of the Athletic Facilities on property partly owned by CPD, the Board and the City. To construct the Athletic Facilities, CPD has requested a temporary construction license on Board property. CPD has also requested use of the School parking lot for weekend and after school programs when the parking lot is not required by the School.

The purpose of this Board Report is to authorize: (1) The Board to enter into a Reciprocal Shared Use Agreement with CPD for the construction and use of the Athletic Facilities on the property described on Exhibits A and B and as shown on Exhibit C, (2) To authorize CPD to use the School parking lot for weekend and after school programs when the parking lot is not required by the School, (3) To authorize CPD to use a portion of the Board's property during the construction of the Athletic Facilities ("Temporary Construction License Agreement"); and (4) To authorize the amendment of PD #808 to include the Athletic Facilities, Kildare Avenue and Greenbaum Park as separate subareas ("Zoning Amendment"). The Reciprocal Shared Use Agreement between the Board and CPD for the joint use of the Athletic Facilities as shown on Exhibit C is currently being negotiated. The authority granted herein shall automatically rescind in the event the Reciprocal Shared Use Agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the Reciprocal Shared Use and Temporary Construction License Agreements and Zoning Amendment are stated as follows

| | | |
|-----------------|--|--|
| PARTIES: | Board of Education of the City of Chicago 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-2900 | Chicago Park District 541 N. Fairbanks Chicago, IL 60611 Contact: General Superintendent Phone: 312-742-4500 |
|-----------------|--|--|

CHICAGO BOARD OF EDUCATION PROPERTY TO BE SUBJECT TO THE TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Approximately 2 acres of land described on Exhibit A attached hereto.

CHICAGO PARK DISTRICT PROPERTY TO BE SUBJECT TO THE TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Approximately 1.65 acres of land described on Exhibit B attached hereto.

TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Shall cover the Athletic Facilities to be located on the property described on Exhibits A, B and C attached hereto, including closed Kildare Avenue (approximately .9 acres). Under the Reciprocal Shared Use Agreement, CPD and the Board will have joint use of the Athletic Facilities for twenty-five (25) years, however the Board shall have first priority to use the Athletic Facilities during school hours, for after school classes and programs, practice, interscholastic competition and for intramural games. CPD may use the Athletic Facilities and parking lot at all other times. CPD shall designate a person to act as a scheduler for use of the Athletic Facilities when they are not used by the Board and may issue permits for the use of the Athletic Facilities for hours when not used by the Board. The Board shall not be required to obtain a permit or pay a fee for its use of the Athletic Facilities. CPD will be responsible for construction, maintenance and all costs related to the use and operation of the Athletic Facilities. The Board shall keep the Athletic Facilities in clean and good condition during its use. If there is damage to the Athletic Facilities beyond ordinary wear and tear, the party responsible for the damage shall repair it. The Board shall have the right, but not the obligation, to maintain the Athletic Facilities on the property described on Exhibit A, if necessary and to seek reimbursement for those costs from the CPD.

TERM: The term of the non-revocable Reciprocal Shared Use Agreement shall commence on the date the agreement is signed and shall end twenty-five (25) years thereafter.

TEMPORARY CONSTRUCTION LICENSE AGREEMENT: The Board will grant CPD a temporary construction license over a portion of North Grand High School for the construction of the Athletic Facilities. The location will be coordinated with the Board's Chief Operating Officer and the Principal and Engineer for North Grand High School. CPD shall repair any damage it causes to the Temporary Construction License Area, including any equipment and return the Temporary Construction License Area to the Board in the same condition it was received.

ZONING AMENDMENT: The Board will authorize the City to expand Planned Development #808 for North Grand High School to include Greenbaum Park and Kildare Avenue as separate subareas.

RELOCATION OF BOARD FACILITIES: The Board will relocate the trash compactor to the Kostner side of the building and construct a new loading facility which requires final permits from the City of Chicago. This work must be substantially completed prior to commencement of Athletic Facility construction. The Department of Operations is proposing in the FY2012 Capital Improvement Budget that the Board authorize an appropriation of \$600,000 to relocate the trash compactor and construct a new loading facility at North Grand High School.

AUTHORIZATION: Authorize the President and the Secretary to execute any and all documents required to effectuate the twenty-five (25) year Reciprocal Shared Use Agreement including CPD's use of the School parking lot for weekend and after school programs when the parking lot is not required by the School. Authorize the Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate the Reciprocal Shared Use and Temporary Construction License Agreements, Zoning Amendment and to obtain permits for the relocation of the trash compactor and existing loading dock facilities at North Grand High School. Authorize the General Counsel to include other relevant terms and conditions, including indemnification, in the Reciprocal Shared Use and Temporary Construction License Agreements and in the Zoning Amendment as may be required to construct and use the new Athletic Facilities. Authorize and request the PBC, as title holder, to execute any documents that may be required for the Board to enter into the Reciprocal Shared Use Agreement with the CPD for the property described on Exhibits A, B and C and for the Zoning Amendment.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: To accommodate the new shared Athletic Facilities, the Department of Operations is proposing an appropriation of \$600,000 in the FY2012 Capital Improvement Budget for the relocation of the trash compactor and construction of a new loading facility. No additional funding is required.

General Conditions:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

BOUNDARY DESCRIPTION OF THE CHICAGO BOARD OF EDUCATION'S PROPERTY TO BE SUBJECT TO THE 25 YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT WITH THE CHICAGO PARK DISTRICT FOR ATHLETIC FACILITIES TO BE CONSTRUCTED BY THE PARK DISTRICT FOR JOINT USE BY NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK

A RECTANGULAR PARCEL OF LAND APPROXIMATELY 247 FEET BY 354 FEET IN SIZE, LOCATED WITHIN LOTS 8, 9, 10 AND 11 INCLUSIVE IN SCHWINN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN#: 13-34-416-022-0000 (PARTIAL)

APPROXIMATE ADDRESS: 1734 N. KILDARE

AREA: APPROXIMATELY 2 ACRES

**BOUNDARY DESCRIPTION AND ACREAGE TO BE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS**

EXHIBIT B

BOUNDARY DESCRIPTION OF THE CHICAGO PARK DISTRICT'S LAND TO BE SUBJECT TO THE 25 YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT WITH THE CHICAGO BOARD OF EDUCATION FOR THE CONSTRUCTION AND USE OF ATHLETIC FACILITIES TO BE CONSTRUCTED BY THE PARK DISTRICT FOR JOINT USE BY NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK

LOTS 2 THROUGH 24, INCLUSIVE IN BLOCK 19 OF GARFIELD, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 40 NORTH RANGE 13 EAST (EXCEPT THE WEST 307 FEET OF THE NORTH 631.75 FEET AND THE WEST 333 OF THE SOUTH 1,295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN #: 13-34-417-002

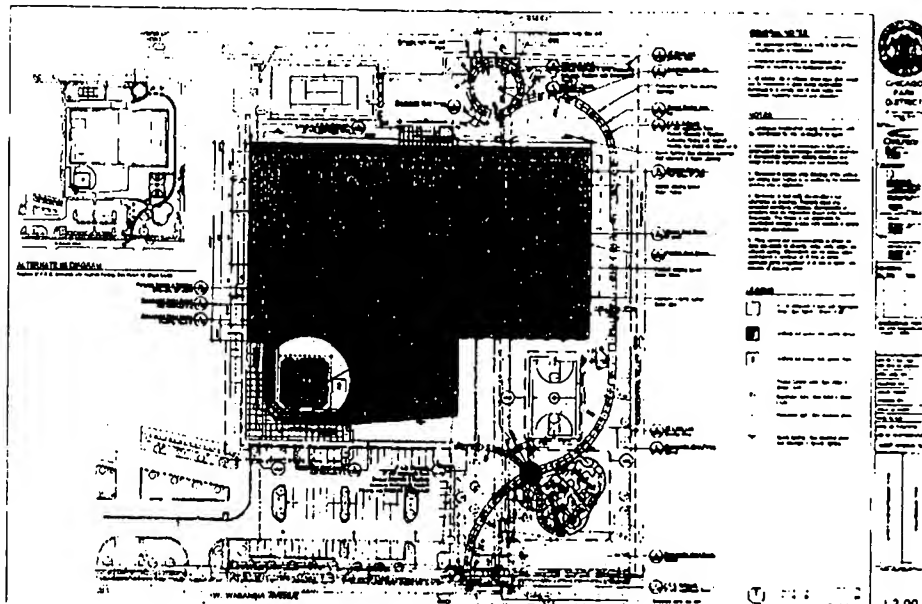
COMMONLY KNOWN AS: 4300 W. WABANSIA AVENUE - GREENBAUM PARK

AREA: 71,874 SQ. FT. = 1.65 ACRES

BOUNDARY DESCRIPTION AND ACREAGE MAYBE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS

EXHIBIT C

CONCEPTUAL SITE PLAN FOR
NORTH GRAND HIGH SCHOOL - GREENBAUM PARK ATHLETIC FACILITIES



SHARED FACILITIES ARE SHADED AND CONSIST OF
ARTIFICIAL TURF SOCCER/FOOTBALL FIELD AND SOFTBALL/BASEBALL FIELD

Ms. Pritzker abstained on Board Report 11-0727-OP1

President Vitale indicated that if there were no objections, Board Reports 11-0727-EX1, 11-0727-ED1, 11-0727-FN1, 11-0727-FN2, and 11-0727-OP1 with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared, Board Reports 11-0727-EX1, 11-0727-ED1, 11-0727-FN1, 11-0727-FN2, and 11-0727-OP1 adopted.

11-0727-PR1

REPORT ON EMERGENCY EXPENDITURES**THE CHIEF PURCHASING OFFICER REPORTS ON THE FOLLOWING EXPENDITURES PURSUANT TO 105 ILCS 5/10-20.21(XIV) AND THE RULES OF THE BOARD, SECTION 7-5, EMERGENCY EXPENDITURES:**

1. Evacuation Chairs. A needs assessment was completed by OSES, and it was determined that 33 schools (see attached chart) had 83 students who did not have access to evacuation chairs. Each school is responsible for safely evacuating all students within their building, but the identified students did not have access to evacuation chairs, and thus are unable to be safely evacuated in the event of an emergency. Students with limited mobility may require the use of an evacuation chair in order to exit the building, including the following: an individual who is non-ambulatory and uses a wheelchair, an individual who is unable to ambulate independently, an individual who is unable to ambulate independently on the stairs or uneven surfaces, an individual who requires guided physical assistance, or a student who requires assistance due to mental or sensory deficits. Two types of evacuation chairs were purchased in order to meet the individual needs of the students. Evacuation chair covers, wall brackets, and wall hooks and covers also were purchased to ensure this important life-safety equipment is protected and mounted near a stairway in order to have the evacuation chairs available in emergency situations. The purchases were necessary to protect the health, safety, security, and well-being of the identified students, and thus were required on an emergency basis. Emergency purchases were initiated by the Office of Special Education and Supports with approval of Procurement.

Amount: \$234,673.24
 Vendor No: 20899
 Vendor Name: Harrison and Co.
 Vendor Address: 24221 S. 25th Ave., Broadview IL, 60155
 Requisition No.: 624462
 Purchase Order No.: 2140320
 Budget Classification: 11675-482-56302-254403-610000-2011
 Source of Funds: Capital

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| Vendor | Quantity | Manufacturer |
|-----------------------------|----------|--------------|
| Reinberg | 2 | Garaventa |
| Morgan | 1 | Garaventa |
| Dumas | 1 | Garaventa |
| Hibbard | 1 | Garaventa |
| William Penn | 5 | Garaventa |
| Zapata | 1 | Garaventa |
| New Field | 3 | Garaventa |
| Gale Elementary | 4 | Garaventa |
| G. Armstrong | 1 | Garaventa |
| Northside College Prep | 2 | Garaventa |
| Stone | 4 | Garaventa |
| Chi Virtual | 1 | Garaventa |
| Lasalle II | 1 | Garaventa |
| Talcott | 1 | Garaventa |
| Walter Payton | 1 | Garaventa |
| Pulaski | 1 | Garaventa |
| Stevenson (GSR 44) | 1 | Garaventa |
| Gary | 1 | Garaventa |
| Prosser | 1 | Garaventa |
| Tanner | 2 | Stryker |
| McClellan | 1 | Stryker |
| Shoop | 1 | Stryker |
| Roosevelt HS | 1 | Stryker |
| Courtenay | 1 | Stryker |
| Little village | 2 | Stryker |
| Chapell | 4 | Stryker |
| Amundsen HS | 2 | Stryker |
| Simeon | 5 | Stryker |
| Vaughn HS | 10 | Stryker |
| Bogan | 2 | Stryker |
| Madero | 2 | Stryker |
| West Ridge | 6 | Garaventa |
| West Ridge | 5 | Stryker |
| Curie or Solario HS (new SP | 6 | Stryker |

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11-0727-PR2

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT AND INSTALLATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with various vendors for the purchase of Audio Visual Equipment and Installation Services for use by all Chicago Public Schools, Area Instructional Offices and Central Office Departments at a total cost for the option period not to exceed \$3,500,000 in the aggregate. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250017

Contract Administrator : Flores, Miss Nanzi / 773-553-2273

USER INFORMATION :

Contact:
 12210 - Office of Procurement and Contracts
 125 South Clark Street 10th Floor
 Chicago, IL 60603
 Flores, Miss Nanzi
 773-553-2273

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #09-0826-PR4 as amended by #09-1216-PR2) in the amount of \$2,500,000 were for a term commencing September 1, 2009 and ending August 31, 2011, with the Board having two (2) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being extended for one (1) year commencing September 1, 2011 and ending August 31, 2012.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

DELIVERABLES:

Vendor will continue to provide various audio visual equipment and installation services, including, but not limited to, projection screens, audio equipment carts, interactive whiteboards, LCD displays and general studio equipment. Schools, Area Instructional Offices and Central Office Departments may purchase equipment and installation services at their option via requisitions to Procurement and Contracts who will mail a purchase order to the vendors.

Vendor Name and Category(s) awarded to each vendor are indicated below:

1. Central Audio-Visual Equipment, Inc. - Category #4 (carts) and Category #5 (Interactive Whiteboards & LCD Displays).
2. Interstate Electronics Co. - Category #3 (Audio), and Category #6 (General Studio Equipment)
3. GPR Inc. - Category #5 (Interactive Whiteboards & LCD Displays).
4. Troxell Communications, Inc. - Category #2 (Projection Screens), Category #4 (Carts) and Category #5 (Interactive Whiteboards & LCD Displays).

OUTCOMES:

These purchases will result in the Board having continuous audio visual equipment and installation services through the end of Fiscal Year 2013.

COMPENSATION:

Vendors shall be paid during this option period in accordance with the unit prices in their respective agreement; total not to exceed the aggregate sum of \$3,500,000.00 for all vendors

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 8 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is in full compliance with the requirements of the Office of Business Diversity. The M/WBE goals for this agreement are 30% MBE and 7% WBE participation.

The Vendors have scheduled the following:

Central Audio Visual

Total MBE - 93%

Central Audio Visual Equipment, Inc.

375 Roma Jean Parkway

Streamwood, IL 60107

Contact: Jonathan Bashir

Total WBE - 7%

Square J., LLC

3N774 Walt Whitman Road

St. Charles, IL 60175

Contact: Janine Girzados

Interstate Electronics

Total MBE - 30%

Live Wire Electrical Systems, Inc.

3612 Wheelwood Court

Hazel Crest, IL 60429

Contact: Audray Harris

J M Polcurr, Inc.

10127 West Roosevelt Road

Westchester, IL 60154

Contact: John Marquez

Total WBE - 7%
Cable Communication, Inc.
6200 South Oakley
Chicago, IL 60636
Contact: Susan Hurley

Advotek, Inc.
148 Ogden Ave.
Downers Grove, IL 60515
Contact: Diana Conley

GPR, Inc.
Total MBE - 93%
GPR, Inc.
1507 East 53rd Street, Suite 104
Chicago, IL 60615
Contact: Mike James

Total WBE - 7%
Merry Green Promotions Group
800 West Huron, Suite 3NW
Chicago, IL 60622
Contact: Merry Green

Troxell Communications
Total MBE - 30%
Quantum Crossings, LLP
111 East Wacker Drive
Chicago, IL 60601
Contact: Roger Martinez

Total WBE - 7%
Advance Visuals, Inc.
360 North Clarendon Ave.
Lombard, IL 60148
Contact: Debbie Ahern

LSC REVIEW:
Local School Council approval is not applicable to this report.

FINANCIAL:
Charge to various departments and schools (not to exceed): \$3,500,000.00
Fiscal Year: 2012-2013
Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1)
Vendor # 36633
CENTRAL AUDIO-VISUAL EQUIP
375 ROMA JEAN PARKWAY
STREAMWOOD, IL 60107
Jonathan Bashir
800-323-4239

- 2) Vendor # 27990
INTERSTATE ELECTRONICS CO.
600 JOLIET ROAD
WILLOWBROOK, IL 60527
Gregory P. Kuzmic
630-789-8700
- 3) Vendor # 37855
GPR, INC.
1507 E. 53RD ST., #104
CHICAGO, IL 60615
Michael James
312-636-9194
- 4) Vendor # 22041
Troxell Communications, Inc.
847 South Randall Rd., PMB #328
Elgin, IL 60123
Sean West
847-683-9514

Vice President Ruiz abstained on Board Report 11-0727-PR2.

11-0727-PR3

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH HALLAGAN BUSINESS MACHINES, IKON OFFICE SOLUTIONS AND XEROX BUSINESS SERVICES FOR THE SALE AND LEASE OF OUTPUT DEVICE EQUIPMENT AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with Hallagan Business Machines, IKON Office Solutions, and Xerox Business Services to provide for the Sale and Lease of Output Device Equipment and Related Services to CPS schools, charter schools, area instructional offices, and departments at an aggregate total cost for the option period not to exceed \$5,000,000.00. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250002

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-3295

VENDOR:

- 1) Vendor # 19766
HALLAGAN BUSINESS MACHINES
6850 W NORTH AVENUE
CHICAGO, IL 60635
Joan Hallagan
773-637-0626

2) Vendor # 45273
XEROX BUSINESS SERVICES
123 NORTH WACKER DRIVE
CHICAGO, IL 60606
Darryl Denham
312-849-1400

3) Vendor # 21832
IKON OFFICE SOLUTIONS
101 N. WACKER DRIVE, #1850
CHICAGO, IL 60606
Michael Crawford
312 251-0300

USER INFORMATION:

Contact: 12210 - Office of Procurement and Contracts
125 South Clark Street 10th Floor
Chicago, IL 60603
Sinnema, Mr. Ethan Cedric
773-553-3295

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #10-0728-PR6 as amended by Board Report #11-0622-PR2) in the amount of \$5,000,000.00 are for a term commencing August 1, 2010 and ending July 31, 2011, with the Board having one (1) option to renew for a one (1) year term. Under amended Board Report #11-0622-PR2, the number of options was increased from one (1) to four (4). The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being extended for one (1) year commencing August 1, 2011 and ending July 31, 2012.

OPTION PERIODS REMAINING:

There are three (3) option periods remaining for one (1) year each.

SCOPE OF SERVICES:

Vendors will continue to provide Output Device Equipment, which includes copiers, printers, MFP's/MFD's, scanners, digital duplicators, and faxes for purchase or lease by the Board for use by all area offices, remote central office locations, central office departments, and schools. Vendors will also provide maintenance for all equipment and inventory and support services.

DELIVERABLES:

Vendors will continue to provide the following equipment and services: copiers, printers MFP's/MFD's, scanners, digital duplicators, faxes, maintenance and support services, and a Managed Print Services strategy.

OUTCOMES:

Vendor's services will result in the following outcomes:
-The acquisition of new and more robust output device technology
-The implementation of a Managed Print Services (MPS) strategy throughout the district
-The implementation of a robust asset inventory process and solution
-Enhanced support and maintenance services for all output devices

COMPENSATION:

Vendors shall be paid during this option period as set forth in their respective agreement, total not to exceed the sum of \$5,000,000.00 in the aggregate for all vendors.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE participation goals for this contract include: 15% total MBE and 10% total WBE. The following lists of vendors have been identified and are scheduled to provide the M/WBE participation that was approved by the Board's Office of Business Diversity.

The vendors have identified and scheduled the following firms and percentages.

IKON

Total 25% MBE

KBS Computer Services, Inc.
20200 Governors Highway
Suite 202
Olympia Fields, IL 60461

Total 5% WBE

Advotek, Inc.
148 Ogden Avenue
Downers Grove, IL 60515

Hallagan Business

Total 25% MBE

Active Copy
3839 W. Devon
Chicago, IL 60647

Prido Educational and Training
4800 S. Chicago Beach Drive
Chicago, IL 60615

Total 75% WBE

Hallagan Business
6850 W. North Avenue
Chicago, IL 60707

Xerox

Total 4.7% MBE

KBS Computer Services, Inc.
20200 Governors Highway
Suite 202
Olympia Fields, IL 60461

Revere Consulting Co., Inc
20280 Governors Hwy. #204
Olympia Fields, IL 60461

Total 11.7% WBE

Bebon Office Machines
234 Wabash Avenue
Chicago, IL 60604

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to various schools and departments

Fiscal Years: 2012 - 2013

Budget Classification: 53306 - Software

55005 - Equipment

56105 - Services/Repair Contracts

54105 - Contractual Services

Various funds, including 331-Federal Title 1 - 2009 Stimulus (ARRA) and 332 Title 1

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

Vice President Ruiz abstained on Board Report 11-0727-PR3.

11-0727-PR4

**APPROVE EXTENDING THE AGREEMENT WITH OFFICE DEPOT, INC. FOR THE PURCHASE OF
OFFICE SUPPLIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve extending the agreement with Office Depot, Inc. to provide office supplies to all schools and departments at a total cost for the extension period not to exceed \$6,000,000.00. A written document extending the agreement is currently being negotiated. No payment shall be made to Office Depot, Inc. during the extension period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Specification Number : 05-250001

Contract Administrator : Mayfield, Mr. Charles Edward / 773-553-3207

VENDOR:

- 1) Vendor # 14360
OFFICE DEPOT
515 KEHOE BLVD.
CAROL STREAM, IL 60188
Robert Peluso
800-651-4624

USER INFORMATION :

Contact:

12210 - Office of Procurement and Contracts

125 South Clark Street 10th Floor

Chicago, IL 60603

Mayfield, Mr. Charles Edward

773-553-3207

ORIGINAL AGREEMENT:

The original Agreement authorized by Board Report #05-0727-PR7 in the amount of \$25,146,800 was for a term commencing July 27, 2005 and ending July 26, 2007, with the Board having 2 options to renew for 2 year terms. The agreement was renewed (authorized by Board Report #07-0627-PR3) for a term commencing July 27, 2007 and ending July 26, 2009. The agreement was further renewed (authorized by Board Report #09-0624-PR3) for a term commencing July 27, 2009 and ending July 26, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being extended for 6 months commencing July 27, 2011 and ending January 26, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide office and associated supplies to schools, area instructional offices, and central office departments.

DELIVERABLES:

Vendor will continue to provide office and associated supplies to schools, area instructional offices, and central office departments at the prices specified in the agreement.

OUTCOMES:

This purchase will result in the availability of office and associated supplies for instructional and administrative use.

COMPENSATION:

Vendor shall be paid during this extension period at the prices set forth in the original agreement; total for the extension period not to exceed the sum of \$6,000,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts, M/WBE Program, this contract is in full compliance with the participation goals of 26% total MBE and 5% WBE. The vendor has identified the following firms:

Total MBE - 26%

American Products Distributors
8350 Arrowhead Blvd.
Charlotte, NC. 28273

Chicago Shred Authority
2416 S. Archer
Chicago, IL 60610

Total WBE - 5%

Pointe Writing
880 Remington Road
Schaumburg, IL 60173

VAB Enterprises
4070 W. 188th Street
Country Club Hills, 60478

B & L Distributors
7808 College Drive
Palos Heights, IL 60463

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charges to various schools and departments

Fiscal Year 2012

Budget Classification: 55005-equipment, 53405-supplies, 55010-furniture, 53305-instructional supplies

Source of funds: various

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 11-0727-PR4.

11-0727-PR5

AMEND BOARD REPORT 10-0623-PR9

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE
PROFESSIONAL CUSTODIAL MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors to provide professional custodial management services at a cost not to exceed ~~\$92,000,000 per year~~ \$95,500,000 for FY11 and \$92,000,000 for FY12. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 (Specification Number 10-250017). Written agreements are currently available for signature. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This July 2011 amendment is necessary to increase the authorized compensation amount by \$3,500,000 for FY11 due to a \$1,500,000 increase in custodial costs due to new schools opening, unbudgeted vacation coverage and 2 sick days per custodian per year, and a 4% increase in labor/benefits cost for private custodians. No written amendments to the agreements are required.

Specification Number : 10-250017

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

VENDOR:

- 1) Vendor # 49611
RJB PROPERTIES, INC.
11415 WEST 183RD PLACE, STE B
ORLAND PARK, IL 60467
Angela m. Shumpert
708-479-4422
708-799-7722

Region 3

- 2) Vendor # 30456
UNITED BUILDING MAINTENANCE,
165 EASY STREET
CAROL STREAM, IL 60188-0000
Z. James Prokulawicz
630-653-4848
630-653-0660

Region 1, 5 And 6

- 3) Vendor # 28190
WE CLEAN MAINTENANCE & SUPPLIES,
INC
7545 WEST 99TH STREET
BRIDGEVIEW, IL 60455
Louann Darrus
708-598-9087
708-598-9087

Region 2 And 4

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

TERM:

The term of these agreements shall commence on July 1, 2010 and shall end June 30, 2012. The Board shall have two (2) options to renew, each for a period of one (1) year.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor shall supply all labor, supervision, and management expertise necessary to provide services required at specified Board facilities, inclusive of all associated costs. The services provided shall be in compliance with applicable Federal, State and City regulations.

DELIVERABLES:

Each vendor shall deliver custodial services at assigned Board facilities.

OUTCOMES:

Vendor's services shall result in providing Chicago Public Schools with clean facilities.

COMPENSATION:

Vendors shall be paid as follows: Bi-weekly invoicing at the rates set forth in their agreement; total not to exceed the aggregated sum of ~~\$92,000,000 per year~~ \$95,500,000 for FY11 and \$92,000,000 for FY12.

REIMBURSABLE EXPENSES:

Vendors shall be reimbursed for the following: Payments to employees (average base wage, holiday, paid vacation and paid sick days; payroll expenses (FICA, FUTA, SUTA and City Head tax) and health, welfare and pension.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate their agreements.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE requirements for this contract include: 30% total MBE and 15% total WBE participation. The Vendors have identified and scheduled the following:

United Building Maintenance, Inc.

Total MBE - 85%
United Building Maintenance, Inc. (H)
166 Easy Street
Carol Stream, Illinois 60188
Contact: James Cabrera

Total WBE - 15%
Nationwide Janitorial Corporation
632 Executive Drive
Willowbrook, Illinois 60527
Contact: Yong Yang

Geralex, Inc.
2007 S. Blue Island Avenue
Chicago, Illinois 60608
Contact: Alejandra Alvarado

We Clean Maintenance and Supplies, Inc.

Total MBE - 30%
Jackson's Cleaning Services, Inc. (AA)
2929 202nd Street
Lynwood, Illinois 60411
Contact: George Jackson, Sr.

Total WBE - 70%
We Clean Maintenance and Supplies, Inc.
7545 West 99th Street
Chicago, Illinois 60455
Contact: Louann Darrus

RJB Properties, Inc.

Total MBE - 95%
RJB Properties, Inc. (AA)
11415 West 183rd Place
Orland Park, Illinois 60467
Contact: Angela Shumpert

Total WBE 5%
Geralex, Inc.
2007 S. Blue Island Avenue
Chicago, Illinois 60608
Contact: Alejandra Alvarado

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: ~~\$92,000,000 per year~~ \$95,500,000 for FY11 and \$92,000,000 for FY12

Fiscal Years: 2010-2011 and 2011-2012

Charge to Operations \$3,500,000- 11860-230-54105-254007-000000-2011-FY11

| | |
|------------------------------------|-----------------|
| 11860-230-54105-254007-000000-2011 | \$92,000,000.00 |
|------------------------------------|-----------------|

| | |
|------------------------------------|-----------------|
| 11860-230-54105-254007-000000-2012 | \$92,000,000.00 |
|------------------------------------|-----------------|

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 11-0727-PR5.

11-0727-PR6

AMEND BOARD REPORT 11-0427-PR7

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH C AND M JV1 COMPANY, LTD FOR MILK SUPPLY AND DELIVERY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to extend the agreement with C&M JV1 Company, Ltd. to provide milk supply and delivery to Chicago Public Schools at a cost for the option period not to exceed \$20,071,437. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This July 2011 amendment is necessary to benefit Chicago Public School students by providing skim chocolate milk and eliminating high fructose corn syrup within the formulation. The price for this product will be at the same price as the low-fat chocolate milk currently specified in the contract that contains high fructose corn syrup. The product substitution aligns with our ongoing strategy to minimize/eliminate high fructose corn syrup in products served as part of the Nation School Lunch and Breakfast programs and is a proactive step to the new proposed USDA nutrition standards. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report.

Specification Number : 09-250053

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

VENDOR:

- 1) Vendor # 39550
C & M JV1 COMPANY, LTD.
16408 S. PULASKI ROAD
MARKHAM, IL 60426
Christine Stajazczak
708-596-3436

USER INFORMATION :

Contact: 12010 - Nutrition Support Services
125 South Clark Street 16th Floor
Chicago, IL 60603
Esaian, Ms. Louise
773-553-2830

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0826-PR5) in the amount of \$20,163,001.00 is for a term commencing September 1, 2009 and ending June 18, 2010 with the Board having four (4) options to extend for one-year each. The agreement was renewed (authorized by Board Report 10-0428-PR7, amended by Board Reports 10-0922-PR4 and 10-1117-PR2) for a term commencing June 19, 2010 and ending June 18, 2011. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250053).

OPTION PERIOD:

The term of this agreement is being extended for one-year commencing June 19, 2011 and ending June 18, 2012.

OPTION PERIODS REMAINING:

There are 2 option periods for one year each remaining.

SCOPE OF SERVICES:

Vendor shall continue to supply and deliver milk to Chicago Public Schools as set forth in the original agreement.

DELIVERABLES:

Vendor will continue to supply and deliver milk as set forth in the agreement.

OUTCOMES:

Vendor's services shall continue to result in the delivery of quality milk products for consumption by Chicago Public Schools students.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the terms and rates set forth in the original agreement; total cost for the option period not to exceed \$21,071,437.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 10% MBE and 15% WBE. However, pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Office of Business Diversity recommends that a partial waiver of the MBE goal be granted as the vendor has demonstrated reasonable good faith efforts in achieving participation. The MBE waiver is for one year only and it will not extend to any future renewals.

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 1%

Petromex
14702 S. Hamlin
Markham, IL 60426
Contact: Felipe Estrada

Total WBE 15%

C & C Dairy, Inc.
16408 S. Pulaski Rd.
Markham, IL 60453
Contact Person: Christine Stajszczak

McMahon Food Corp.
2110 S. Marshall Blvd
Chicago, IL 60623
Contact Person: Bridget McMahon

Krystal Dairy Services, Inc.
18121 Highwood Ave.
Homewood, IL 60430
Contact: Mary Catherine Hrasinski

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$21,071,437
Source of Funds: Lunchroom Funds

12050-312-53205-256009-000000-2012

\$21,071,437.00

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR7

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH THE CITY OF CHICAGO
DEPARTMENT OF PUBLIC HEALTH FOR INSPECTION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with City of Chicago, Department of Health ("Department of Health" or "Vendor") to provide inspection services to Chicago Public Schools' Department of Nutrition Support Services at a total cost for the option period not to exceed \$300,000. Vendor was selected on a non-competitive basis due to the National School Lunch Regulation (Section 210.13) requirement that schools obtain a minimum number of food safety inspections from a state or local government agency each school year. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 47564
CHICAGO DEPT. OF HEALTH
2133 W. LEXINGTON, 2ND FLOOR
CHICAGO, IL 60612
Dr. Cortland Lohff
312-746-8030

USER INFORMATION :

Contact: 12010 - Nutrition Support Services

125 South Clark Street 16th Floor

Chicago, IL 60603

Esaian, Ms. Louise

773-553-2830

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 99-1215-PR10) is for a term commencing October 1, 1999 and ending September 30, 2000. The agreement was renewed (pursuant to Board Report 01-0425-PR4) for a term commencing October 1, 2000 and ending September 30, 2001. The agreement was renewed (authorized by Board Report 02-00424-PR5, as amended by Board Report 02-00828-PR13) for a term commencing October 1, 2001 and ending September 30, 2003, with the Board having unlimited option to renew for a two-year term, as long as Sec. 7-42.010 of Municipal Code requires such inspections. The agreement was further renewed (authorized by Board Report 03-1119-PR8) for a term commencing October 1, 2003 and ending September 30, 2005 and ending September 30, 2007. Board Report 07-1024-PR3 authorized further renewal of the agreement for a term commencing October 1, 2007 and ending September 30, 2009, and again (authorized by Board Report 09-0923-PR1) for a term commencing October 1, 2009 and ending September 30, 2011.

OPTION PERIOD:

The term of this agreement is being extended for 2 years commencing October 1, 2011 and ending September 30, 2013.

OPTION PERIODS REMAINING:

There are unlimited option periods for two years remaining as long as the Municipal Code and the National School Lunch Regulations require such inspections.

SCOPE OF SERVICES:

Per the National School Lunch Regulations (Section 210.13), Chicago Public Schools are required to obtain a minimum number of food safety inspections from a state or local agency each school year. Section 7-42.010 of the Municipal Code also contains a similar provision. The Department of Health shall continue to provide the Board with assistance in inspecting Chicago Public Schools with the required resources to complete a minimum of one Health Inspection per school location per year. The Department of Health will also continue to provide seven hours of instruction per year and equipment and supplies. Annual refresher training shall include inspection techniques, microbiology, and food borne illnesses.

DELIVERABLES:

The Department of Health will continue to provide the following:
 Required resources to complete a minimum of one health inspection per year;
 Seven hours of instruction for supervisory employees;
 Equipment and forms for those resources; and
 School inspections.

OUTCOMES:

The Department of Health's services shall result in helping CPS to meet the requirements of both Municipal Code and the National School Lunch Regulations.

COMPENSATION:

Vendor shall be paid during this option period in one lump sum payment per year in the amount of \$150,000.00; total compensation for the two year period shall not exceed \$300,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to section 3.7 of the Revised Remedial Program for Minority and Women Business Enterprise Contract Participation in Goods and Services Contracts, (M/WBE Program) this contract is exempt from review because the vendor performing the services is a City of Chicago agency.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Nutrition Support Services: \$300,000
 Source of Funds: Citywide Nutrition Support Services

| | |
|------------------------------------|--------------|
| 12050-312-54125-256009-000000-2012 | \$150,000.00 |
| 12050-312-54125-256009-000000-2013 | \$150,000.00 |

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR8

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH HARRISON AND COMPANY FOR THE PURCHASE OF EARLY CHILDHOOD FURNITURE AND MISCELLANEOUS CHILDREN'S ITEMS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Harrison and Company for the purchase of early childhood furniture and miscellaneous children's items for Chicago Public Schools at a cost for the option period not to exceed \$3,250,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250000

Contract Administrator Escareno, Miss Masocorro / 773-553-2250

VENDOR:

- 1) Vendor # 20899
HARRISON AND COMPANY
2421 SOUTH 25TH AVE
BROADVIEW, IL 60155
Mary Grace Harrison
888-345-4005
708-345-4010

USER INFORMATION :

Contact: 11360 - Early Childhood Development
125 South Clark Street 9th Floor
Chicago, IL 60603
Cottone, Miss Paula Anne
773-553-2010

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0722-PR5, as amended by Board Reports 09-1123-PR4 and 11-0323-PR4) is for a term commencing August 1, 2009 and ending July 31, 2011, with the Board having one option to renew for a one year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 (Specification No. 09-250000)

OPTION PERIOD:

The term of this agreement is being extended for one year commencing August 1, 2011 and ending July 31, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Description of Purchase:

Goods: various early childhood furniture and miscellaneous children item's

Quantity: as need by the Board

Unit Price: as indicated in the contract

Total Cost Not to Exceed: \$3,250,000.00

DELIVERABLES:

Vendor will continue to provide early childhood furniture and miscellaneous children's items.

OUTCOMES:

Vendor's services will result in quality early childhood furniture.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the unit prices contained in the original agreement; total not to exceed the sum of \$3,250,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are: 30% total MBE participation and 7% total WBE participation.

The vendor has identified the following:

Total MBE - 30%

Aztec Supply

5024 West 67th Street

Chicago, Illinois 60638

Contact: Dan Marquez

Discovery Promotions
3108 South Route 59
Naperville, Illinois 60564
Contact: Marsuzette Walker

Total WBE - 70%
Harrison and Company
2421 South 25th Avenue
Broadview, Illinois 60155

LSC REVIEW:
Local School Council approval is not applicable to this report.

FINANCIAL:
Charge to Operations: \$520,000.00
12150-479-56310-253533-620000-2010-\$220,000.00
12150-483-56310-253518-000000-2012-\$300,000.00

Charge to Various School Units/Various Funds - \$500,000.00
Various school units - various funds - xxxxx-xxxxxx-xxxxxx-2012 - \$500,000.00

Charge to Office of Management and Budget - \$30,000.00
xxxxx-483-56310-253518-000000-2012 - \$30,000.00

Charge to Early Childhood: \$2,200,000.00
11385-362-55005-111066-510217-\$300,000 (Dec 1, 2010- Nov 30, 2011)
11385-362-55005-111066-510218-\$400,000 (Dec 1, 2011-Nov 30, 2012)
11385-115-55005-119027-376619-\$1,500,000 (FY12)

CFDA#: Not Applicable

GENERAL CONDITIONS:
Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR9

**APPROVE ENTERING INTO AN AGREEMENT WITH PARKWAY ELEVATORS FOR ELEVATOR
MAINTENANCE SERVICES AT 125 SOUTH CLARK STREET (CENTRAL OFFICE)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Parkway Elevators to provide elevator maintenance services to 125 South Clark Street (Central Office) at a total cost not to exceed \$412,500.00 over the 5 year term. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 11-250018

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

VENDOR:

- 1) Vendor # 38609
PARKWAY ELEVATORS
499 KENT RD.
RIVERSIDE, IL 60546
John Poslusny
708-442-1458
708-442-1682

USER INFORMATION :

Contact:

11910 - Real Estate

125 South Clark Street 16th Floor

Chicago, IL 60603

Balistreri, Ms. Liza B

773-553-2860

TERM:

The term of this agreement shall be for 5 years, commencing on August 1, 2011, and ending on July 31, 2016.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice

SCOPE OF SERVICES:

Vendor shall provide full maintenance of the elevators at 125 South Clark Street, including all materials and labor required to keep the equipment in good and safe operating condition. Vendor is an authorized services agent for the types of elevators located at 125 South Clark Street

DELIVERABLES:

Vendor shall provide scheduled visits per pieces of equipment, maintain all equipment according to manufacturer specification, provide one-hour per week minimum preventative maintenance for each gearless elevator, and provide the Board with written reports as more fully defined in the written agreement.

OUTCOMES:

Vendor's services will result in maintenance and upkeep of the elevators at 125 South Clark.

COMPENSATION:

Vendor shall be paid as follows: monthly installments of \$6,875.00, \$82,500.00 annually. Vendor's hourly rates for supplemental services shall range from \$162.07 to \$463.04 per hour. The total compensation for the five year term shall not exceed the sum of \$412,500.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include 26% total MBE and 5% total WBE participation.

Total MBE-26%
Apex Elevator Company
14207 Chicago Road, Unit 3 South
Dolton, Illinois 60419
Contact: Anthony Templeton

Total WBE-5%
Hopkins Illinois Elevator Co.
828 North Wolcott Avenue
Chicago, Illinois 60622
Contact: Carol Siemion

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Real Estate: \$412,500.00

11910-115-54105-254009-000000-2012

\$75,625.00

| | |
|------------------------------------|-------------|
| 11910-115-54105-254009-000000-2013 | \$82,500.00 |
| 11910-115-54105-254009-000000-2014 | \$82,500.00 |
| 11910-115-54105-254009-000000-2015 | \$82,500.00 |
| 11910-115-54105-254009-000000-2016 | \$82,500.00 |
| 11910-115-54105-254009-000000-2017 | \$6,875.00 |

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR10

APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$109,682,105.95 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$195,368.00 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$673,481.00 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.
Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482
will be used for all Change Orders (Appendix B & C); Funding source for new contracts is so indicated on Appendix A
Funding Source: Capital Funding

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (05-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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Appendix A
July 2011

| REG. SCHOOL | CONTRACTOR | WORK DESCRIPTION | CONTRACT AWARD | AWARD DATE | FISCAL YEAR | PROJECT COMPLETE | CIP BUDGET | FUND | CONTRACT # | PROJECT SCOPE AND NOTES | ANTICIPATED COMPLETE |
|-------------------------|---|------------------|------------------|------------|-------------|------------------|---------------|------|------------|---|----------------------|
| 1 Beard School | K.R. Miller Contractors, Inc. | JOC | \$ 84,357.68 | 6/15/2011 | 2011 | \$ 188,384 | \$ 192,165 | 482 | 2163075 | Demo existing playgrounds, pour concrete curbs, C&G stone | 8/1/2011 |
| 1 Belding School | K.R. Miller Contractors, Inc. | JOC | \$ 1,504,638.56 | 6/15/2011 | 2011 | \$ 1,781,455 | \$ 1,780,000 | 482 | 2163072 | Demo Field House & Construct Artificial Turf Field & HMA walking path. Install emergency generator. Install playground | 10/1/2011 |
| 1 Oakum School | Wright & Company | JOC | \$ 99,324.06 | 6/15/2011 | 2011 | \$ 134,100 | \$ 210,207 | 482 | 2163077 | Demo existing playgrounds, pour concrete curbs, C&G stone | 8/1/2011 |
| 1 Henry School | F.H. Paschen, S.N. Nielsen & Assoc., Inc. | JOC | \$ 1,017,624.30 | 6/15/2011 | 2011 | \$ 1,162,773 | \$ 1,166,000 | 482 | 2163071 | Demolish Modular and deminish field house. Install artificial turf field, trash enclosure. Install emergency generator, reconstructed auxiliary parking lot. This requires Zoning Board of Appeals ruling (4-6 month). Set term permit to construct other work. | 10/1/2011 |
| 1 Lakeview High School | Chicago Commercial Contractors, LLC | JOC | \$ 945,451.69 | 6/2/2011 | 2011 | \$ 1,094,917 | \$ 1,088,759 | 482 | 2159333 | The Scope of Work includes: Replacement of exterior doors, frames, and transoms; interior vestibule door removal/replacement, sill of abandoned doors; PRR2 work electrical work for hardware, electrical generator, and emergency system | 9/5/2011 |
| 1 Lane Tech Stadium | F.H. Paschen, S.N. Nielsen & Assoc., Inc. | UAF-Renovation | \$ 2,665,000.00 | 6/2/2011 | 2011 | \$ 3,110,947 | \$ 3,120,000 | 482 | 2159339 | Renovation of final quarter of stadium | 12/31/2011 |
| 1 Peterson School | Isell Heating Company | MEP-Renovation | \$ 494,555.00 | 6/6/2011 | 2011 | \$ 607,880 | \$ 608,048 | 482 | 2161476 | Replace the existing HVAC system to meet the new dehumidification design that we are doing. This includes any ductwork with the existing system. Replace air and water coils on the existing system. Replace the main building steam stable plenum and valves at tunnel floor and patio and seal all openings in air tunnel. | 12/31/2011 |
| 1 Reading School | Paul Borg Construction | JOC | \$ 550,000.00 | 6/23/2011 | 2011 | \$ 718,875 | \$ 719,138 | 482 | 2163646 | The focus of this project is to repair the existing masonry parapets and roofing at the gymnasium, lobby and auditorium to integrate water infiltration. Local masonry rebuild and waterproofing will be performed on the west elevation at the gymnasium only. Roofing scope includes complete re-roof at the affected lower roofs. The scope of work also includes repair to water damaged interior plaster finishes. All affected rooms will be painted. This form requests approval for summer 2011 work only. Additional roofing and masonry work will be recommended for Summer 2011. | 12/30/2011 |
| 1 Station School | Tyler Lane Construction Inc. | MCR-Renovation | \$ 12,803,318.00 | 6/15/2011 | 2011 | \$ 14,634,421 | \$ 14,860,000 | 482 | 2162948 | 15% ADA Full Exterior renovation, roof replacement, installed exterior shutters. Elevator, 15% Boiler replacement | 9/1/2012 |
| 1 Vaughn High School | Frederic Construction Co. | SAC-Renovation | \$ 548,800.00 | 6/15/2011 | 2011 | \$ 693,181 | \$ 760,000 | 482 | 2162947 | Independent living skills lab, accessible bathroom, accessible kitchen, bedroom, living room and dining room. New ceiling, floor, partitions, doors and hardware. Mechanical, Electrical and Plumbing scope to support the build out of this space. Main entry Asphome and power door operators. Site work to include storm water detention and reurfacing at north parking lot with fencing and landscaping to comply with PRR2. ADA parking lot signage, dumpster enclosure and landscaping to 1500 sq. ft. | 12/30/2011 |
| 1 Whitwell School | Od Vetteran Construction | JOC | \$ 110,000.00 | 6/22/2011 | 2011 | \$ 137,732 | \$ 138,454 | 482 | 2163612 | Re-roofing existing building along the accessible route. Side-wide existing brickwork to be replaced with new brick. Provide new P.V.C. and all new underground plumbing to provide adequate drainage. Replace existing 11' x 11' office, replace select lighting and signage, deminish existing 11' x 11' replace select flooring and address finish, provide new alarm clock to support modified spaces, provide new exit signs and fire alarm devices at new spaces. | 12/30/2011 |
| \$ 20,883,087.28 | | | | | | | | | | | |
| 2 Avenetide School | F.H. Paschen, S.N. Nielsen & Assoc., Inc. | JOC | \$ 380,249.33 | 6/7/2011 | 2011 | \$ 484,343 | \$ 485,302 | 482 | 2162108 | Locally demolish exterior sidewalk, entrance to bottom of existing foundation. Demolish and rebuild portion of foundation and basement slab on grade. Locally replace damaged interior finish, and paint affected classrooms. Repair damaged interior finishes & paint affected classrooms. Rebuild entrance, compact and provide new sidewalk. | 10/1/2011 |
| 2 Avenetide School | F.H. Paschen, S.N. Nielsen & Assoc., Inc. | JOC | \$ 767,300.37 | 6/15/2011 | 2011 | \$ 872,753 | \$ 930,000 | 482 | 2163253 | Demolish all modulars, install artificial turf field in two locations, new ADA walks on new asphalt, new perimeter garden. | 10/1/2011 |
| 2 Burton School | Manhard Consulting, LLC | JOC | \$ 15,000.00 | 6/15/2011 | 2011 | \$ 878,846 | \$ 879,131 | 482 | 2163082 | The project consists of the reconstruction of an existing parking lot & loading area. The project will include new main pavement, curb & gutter, modified landscaping, select trees, concrete/brick pavers, shrubs, and a new concrete ramp. | 12/31/2011 |
| 2 Butler School | Wright & Company | JOC | \$ 29,230.97 | 6/15/2011 | 2011 | \$ 84,711 | \$ 85,282 | 482 | 2163278 | Demo existing playgrounds, pour concrete curbs, C&G stone | 9/1/2011 |
| 2 Cameron School | Wright & Company | JOC | \$ 50,817.00 | 6/15/2011 | 2011 | \$ 128,383 | \$ 131,684 | 482 | 2163080 | Demo existing playgrounds, pour concrete curbs, C&G stone | 8/1/2011 |
| 2 Carpenter School | A.B. Construction | JOC | \$ 1,780,871.00 | 6/23/2011 | 2011 | \$ 2,063,979 | \$ 2,000,000 | 482 | 2163611 | Renovate existing lunch room into a Regatta Center, installing a computer lab, installing a new lobby, and replacing classroom doors. | 10/1/2011 |

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Appendix A
July 2011

| REG. | SCHOOL | CONTRACTOR | WORK DESCRIPTION | CONTRACT AMOUNT | AWARD DATE | FISCAL YEAR | PROJECT COMPLETE | CIP BUDGET | FUND | CONTRACT # | PROJECT SCOPE AND NOTES | ANTICIPATED COMPLETE |
|------|--------------------------------------|---|------------------|------------------|------------|-------------|------------------|------------|------|------------|---|----------------------|
| 4 | Richards High School | Chicago Commercial Contractors, LLC | JOC | \$ 248,010.30 | 6/22/2011 | 2011 | 335,282 | 336,066 | 482 | 2163613 | BLOG #1 replace gas-fired domestic water heater, provide new hot/cold water piping on the first floor. Architectural scope is associated with remodel plumbing work in the first floor. (1) Second floor restrooms (2) 401 & 403 and north lobby built. Replace existing bathroom in Bldg #2 | 12/31/2011 |
| 4 | Shelley School | K.R. Miller Contractors, Inc. | JOC | \$ 93,821.58 | 6/15/2011 | 2011 | 205,088 | 205,859 | 482 | 2163076 | Demo existing playgrounds, pour concrete curbs, CAS stone | 9/1/2011 |
| 4 | Williams School | K.R. Miller Contractors, Inc. | JOC | \$ 4,602,867.00 | 6/23/2011 | 2011 | 5,695,909 | 7,005,000 | 482 | 2163650 | Renovate a portion of the existing Williams school including basement, second floor and all of third floor for new Urban Prep High School relocation to this facility. Provide roof replacement, (3) Science Labs, (2) Computer Labs, Media Lab, Administration, Cafeteria, ADA elements including an elevator serving (4) levels, elevator at opposite end of building serving (2) levels, wheelchair lift serving the auditorium stage, revised locations of restrooms in toilet rooms and the new playground area, new playground equipment, new playground surface, new location of existing main entry ramp and stair, emergency generator for Type I emergency system, new fire alarm items, as required per PHFZ | 5/1/2012 |
| | | | | \$ 34,836,271.02 | | | | | | | | |
| 5 | Avaton Park School | Chicago Commercial Contractors, LLC | JOC | \$ 795,194.85 | 6/15/2011 | 2011 | 921,566 | 910,000 | 482 | 2163099 | Demolish feed house, install artificial turf field, sidewalk, ornamental fence, install emergency generator | 9/1/2011 |
| 5 | Blair Early Childhood Center | K.R. Miller Contractors, Inc. | JOC | \$ 104,772.02 | 6/16/2011 | 2011 | 142,007 | 216,233 | 482 | 2163326 | Demo existing playgrounds, pour concrete curbs, CAS stone | 8/1/2011 |
| 5 | Copernicus School | Chicago Commercial Contractors, LLC | JOC | \$ 599,101.61 | 6/21/2011 | 2011 | 691,091 | 770,000 | 482 | 2163595 | Demolish Field House and construct artificial turf field, ornamental fence, sidewalk, MMA pavement, new trash enclosure and underground detention facility | 9/1/2011 |
| 5 | DuSoy School | Miller | JOC | \$ 124,157.22 | 6/15/2011 | 2011 | 236,427 | 237,139 | 482 | 2163088 | Demo existing playgrounds, pour concrete curbs, CAS stone | 8/1/2011 |
| 5 | Gage Park High School | Chicago Commercial Contractors, LLC | JOC | \$ 200,403.89 | 6/17/2011 | 2011 | 250,898 | 260,000 | 482 | 2163393 | Demolish modular, new ornamental fence around open area, new parking lot | 10/1/2011 |
| 5 | Hale School | F.H. Pliskovich, S.N. Hallinan & Assoc., Inc. | SAC-Renovation | \$ 142,000.00 | 6/7/2011 | 2011 | 183,422 | 184,242 | 482 | 2162099 | Remove the existing concrete slabs and solid ramp. Provide new concrete slabs and ramp to 117' slope | 8/31/2011 |
| 5 | Hancock High School | Tyler Lane Construction, Inc. | MCR Renovation | \$ 7,284,435.00 | 6/2/2011 | 2011 | 8,752,861 | 8,840,000 | 482 | 2159336 | Estimate renovation 15% ADA Upgrades, windows, ADA lockers | 12/1/2011 |
| 5 | Knox School | Reisler & Associates Construction Co. | MEP Renovation | \$ 647,828.00 | 6/2/2011 | 2011 | 790,727 | 751,444 | 482 | 2159338 | This project consists of domestic water piping replacement, basement seepage repairs, minor mechanical upgrades to the bathrooms, and related architectural work with | 9/22/2011 |
| 5 | Ogerty School | K.R. Miller Contractors, Inc. | JOC | \$ 597,567.34 | 6/15/2011 | 2011 | 668,331 | 695,000 | 482 | 2162950 | Demo Modular & Construct Artificial Turf field, new concrete area, new ramps & steps, add main entrance, new ornamental fence | 9/1/2011 |
| 5 | Park Manor School | K.R. Miller Contractors, Inc. | JOC | \$ 559,827.86 | 6/15/2011 | 2011 | 596,132 | 600,000 | 482 | 2162951 | Reconstruct modular is another school and install artificial turf field, sidewalk, seepage lights, white poles, green lighting, new playground equipment within poured rubber surface | 9/1/2011 |
| 5 | Powell Replacement Elementary School | K.R. Miller Contractors, Inc. | JOC | \$ 56,662.97 | 6/15/2011 | 2011 | 155,396 | 161,898 | 482 | 2163083 | Demo existing playgrounds, pour concrete curbs, CAS stone | 8/1/2011 |
| 5 | Ray School | K.R. Miller Contractors, Inc. | JOC | \$ 143,454.62 | 6/16/2011 | 2011 | 190,980 | 258,945 | 482 | 2163325 | Interior Renovation of facilities currently consolidated used by the Chicago Park District, including one classroom, one multi-purpose room and one office suite to create four classrooms, meeting CFS design standards, and also meeting programmatic requirements of existing classroom facilities throughout the school | 9/1/2011 |
| 5 | Sandwich School | Old Vesteran Construction | JOC | \$ 236,627.75 | 6/22/2011 | 2011 | 316,081 | 318,111 | 482 | 2163614 | Accessible upgrades to existing toilet room facilities will be required due to Chicago's primary function, elements within project scope | 12/30/2011 |

Appendix A
July 2011[illegible]

| REG. | SCHOOL | Affirmative Action | | | | | |
|------|------------------------------|--------------------|----|---|-----|--|--|
| | | AA | H | A | WBE | | |
| 1 | Beard School | T | B | D | | | |
| 1 | Belding School | 1 | 33 | 0 | 14 | | |
| 1 | Dirksen School | T | B | D | | | |
| 1 | Henry School | T | B | D | | | |
| 1 | Lakeview High School | T | B | D | | | |
| 1 | Lane Tech Stadium | T | B | D | | | |
| 1 | Peterson School | 1 | 20 | 9 | 11 | | |
| 1 | Reinberg School | T | B | D | | | |
| 1 | Stockton School | 10 | 13 | 0 | 8 | | |
| 1 | Vaughn High School | T | B | D | | | |
| 1 | Wildwood School | T | B | D | | | |
| 2 | Avondale School | T | B | D | | | |
| 2 | Avondale School | 0 | 0 | 0 | 17 | | |
| 2 | Burbank School | T | B | D | | | |
| 2 | Burley School | T | B | D | | | |
| 2 | Cameron School | T | B | D | | | |
| 2 | Carpenter School | T | B | D | | | |
| 2 | Hay Community Academy | 0 | 27 | 0 | 4 | | |
| 2 | Lafayette School | T | B | D | | | |
| 2 | Mitchell School | T | B | D | | | |
| 2 | Newberry Magnet | T | B | D | | | |
| 2 | Truth School | T | B | D | | | |
| 3 | Chalmers School | T | B | D | | | |
| 3 | Crane Tech High School | 26 | 5 | 0 | 10 | | |
| 3 | Jefferson T. School | 18 | 2 | 3 | 9 | | |
| 3 | Marconi Academy | T | B | D | | | |
| 3 | May Academy | 0 | 38 | 0 | 1 | | |
| 3 | Medill Intermediate (Closed) | T | B | F | | | |
| 3 | Simpson Academy | 12 | 25 | 0 | 7 | | |
| 4 | Christopher School | 21 | 6 | 3 | 7 | | |
| 4 | Colman School (Closed) | T | B | D | | | |
| 4 | Doolittle West | T | B | D | | | |
| 4 | Dunbar High School | T | B | D | | | |
| 4 | DuSable Campus | 38 | 0 | 2 | 10 | | |
| 4 | Graham School | 25 | 0 | 0 | 6 | | |
| 4 | Hearst School | T | B | D | | | |

| REG. | SCHOOL | Affirmative Action | | | |
|------|---|--------------------|----|---|-----|
| | | AA | H | A | WBE |
| 4 | Hendricks Academy | T | B | D | |
| 4 | Richards High School | T | B | D | |
| 4 | Shields School | T | B | D | |
| 4 | Williams School | T | B | D | |
| 4 | Whittier School | T | B | D | |
| 5 | Avalon Park School | T | B | D | |
| 5 | Blair Early Childhood Center | T | B | D | |
| 5 | Copernicus School | T | B | D | |
| 5 | Dutles School | T | B | D | |
| 5 | Gage Park High School | T | B | D | |
| 5 | Hale School | 25 | 0 | 0 | 5 |
| 5 | Hancock High School | 6 | 25 | 0 | 13 |
| 5 | Kinzie School | 17 | 20 | 8 | 5 |
| 5 | Oglesby School | 0 | 28 | 0 | 12 |
| 5 | Park Manor School | 0 | 28 | 0 | 12 |
| 5 | Powell Replacement Elementary School | T | B | D | |
| 5 | Ray School | T | B | D | |
| 5 | Sandoval School | T | B | D | |
| 5 | School of Leadership (at South Shore High School) | 7 | 15 | 2 | 1 |
| 6 | Caldwell School | T | B | D | |
| 6 | Carver Primary School | T | B | D | |
| 6 | Evers School | T | B | D | |
| 6 | Gately Stadium | T | B | D | |
| 6 | Mount Vernon School | 16 | 0 | 0 | 2 |
| 6 | Poe School | T | B | D | |
| 6 | Thorp School (James) | T | B | D | |
| 6 | Vanderpoel Magnet | T | B | D | |
| 6 | Washington Elementary School (George) | T | B | D | |

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

July Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
6/29/2011

| School | Project Num | Contract Num | Board Report | REG. TYPE | GENERAL CONTRACTOR ARCHITECT OF REC. | COR # | CO AMOUNT (\$) | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT % OF TIME CON. EXTN |
|---|------------------|--------------|--------------|-----------|---|---|-------------------|---------------------------------|--------------------------------|-------------------------------|-------------------------------|
| Beethoven School | 2010-25931-MCR | 1888098 | 10-0324-PR4 | 4 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | 1003 | (\$5,783) | \$7,320,000 | \$7,429,328 | 1.49% |
| Description >> Credit for doors / hardware revisions | | | | | | | | | | | |
| Reason >> Changes made during permit review by City of Chicago Dept. of Buildings reviewers. | | | | | | | | | | | |
| Justification >> Code Change | | | | | | | | | | | |
| Clemente Academy | 2011-51091-ADA | 2103523 | 11-0126-PR2 | 2 | GC | Chicago Commercial Contractors, LLC | 1007 | (\$486) | \$11,707,311 | \$11,706,826 | 0.00% |
| Description >> CREDIT: Reduce number of circuits at computer desk in Library. DM directed. | | | | | | | | | | | |
| Reason >> One less electrical circuit was required at the Library computer desk | | | | | | | | | | | |
| Justification >> Owner Directed | | | | | | | | | | | |
| Dixon School | 2010-22971-MCR | 1885068 | 10-0324-PR4 | 6 | GC | At-Bry Construction | 02 | \$13,981 | \$4,875,000 | \$5,275,563 | 8.22% |
| Description >> Rebuild masonry and repair lintel per sketch SSK-SR at north elevation boiler house garage door, approximately 10 LF. | | | | | | | | | | | |
| Reason >> Upon completion of masonry demolition associated in approved Bulletin #3 we discovered that the existing lintel has significant loss and needs to be rebuilt (in lieu of the scraping, priming and painting scope specified in approved Bulletin #3). | | | | | | | | | | | |
| Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| Description >> 1) Demolish existing retaining wall west of Classroom 103 | | | | | | | | | | | |
| Reason >> Provide reinforced concrete curb | | | | | | | | | | | |
| Justification >> 2) Repair / replace brick at the main building wall where if masonry wall being demolished | | | | | | | | | | | |
| Reason >> Existing retaining wall is deteriorated and should be removed | | | | | | | | | | | |
| Justification >> Error/Omission (AOR) | | | | | | | | | | | |
| Dixon School | 2010-22971-MCR | 1885068 | 10-0324-PR4 | 6 | GC | At-Bry Construction | 03 | \$17,192 | \$386,582 | \$5,278,774 | 8.28% |
| Description >> Patch/rebuild spalled limestone band at various ground level locations at the west elevation with approved patching compound. | | | | | | | | | | | |
| Reason >> color to match adjacent stone, as identified in specification 04902. Masonry Restoration and Cleaning, Section 2.6 | | | | | | | | | | | |
| Justification >> Strictly adhere to Manufacturer's preparation and installation procedures. Where mechanical anchors are required by Manufacturer's installation procedures, use only stainless steel threaded anchors. Approximately 25 LF (typical 6" height) to be repaired. | | | | | | | | | | | |
| Reason >> The stone band at the ground level was discovered to be deteriorated at various locations. Needs to be rebuilt | | | | | | | | | | | |
| Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| Dumas School | 2010-6890-ADA | 1888104 | 10-0324-PR4 | 5 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | 1027 | \$2,366 | \$1,240,000 | \$1,263,658 | 1.91% |
| Description >> Replace existing washroom grab bar | | | | | | | | | | | |
| Reason >> Modifications requested per CPS ADA walk-through | | | | | | | | | | | |
| Justification >> Owner Directed | | | | | | | | | | | |
| Low School | 2010-23851-ADA | 1898204 | 10-0922-PR8 | 2 | GC | Chicago Commercial Contractors, LLC | ADA17 | \$17,937 | \$1,110,372 | \$1,128,309 | 1.62% |
| Description >> Provide costs to temp-in fire alarm and security systems to provide protection to building during multiple day power shutdown | | | | | | | | | | | |
| Reason >> Need to temp-in the alarm and security system to protect building during multiple day power shutdown. Connecting these systems is not typical and not covered in drawings/specs | | | | | | | | | | | |
| Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| Description >> Provide costs to reconnect the power to the Main Building (from the Annex Building) to ensure the school had power for the first day of school | | | | | | | | | | | |
| Reason >> ComEd did not complete the power change over as planned and scheduled during the last week of July. Consequently, we had to reconnect power lines from the Annex Building to the Main Building that were cut and transferred over per base scope | | | | | | | | | | | |
| Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| enwood Academy | 2010-46361-PLS-1 | 2092746 | 10-0922-PR8 | 4 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | 1021 | \$2,034 | \$92,887 | \$94,921 | 2.19% |
| Description >> Provide stainless steel cover plates at new dryer openings | | | | | | | | | | | |
| Reason >> Upon removal of the new dryer the opening was discovered. The new dryers will not cover this void | | | | | | | | | | | |
| Justification >> Error/Omission (AOR) | | | | | | | | | | | |

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSJuly Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
6/29/2011

| School | Project Num | Contract Num | Board Report | REG | TYPE | GENERAL CONTRACTOR ARCHITECT OF REC | COR & CO AMOUNT | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT % OF TIME CON EXTN |
|---|----------------|--------------|--------------|-----|------|--|-----------------|---------------------------------|--------------------------------|-------------------------------|------------------------------------|
| Lincoln Park High School | 2010-46321-PLS | 2007898 | 10-0922-PR8 | 2 | GC | Müller | \$901 | \$62,910 | \$848,000 | \$911,811 | 7.52% 0 |
| Description >> Provide and install 1-4" Accolade Elm in accordance with the landscaping connections. Reason >> Was originally part of Bulletin 1. The contractor did not submit a cost for this item as this particular tree was called out with a keynote, but did not provide the contractor with the type of tree to install. Justification >> Code Change (Zoning) | | | | | | | | | | | |
| Mather High School | 2007-1480-CSP | 1726765 | 09-0624-PR8 | 1 | GC | Tyler Lane Construction, Inc. | \$25,706 | \$2,636,016 | \$27,189,127 | \$29,850,849 | 9.75% 0 |
| Description >> Provide site improvements at exterior of the school such as additional sod, mulching, exterior painting of existing fixtures and power washing of sidewalks. Reason >> Improvements to enhance the exterior of the area surrounding the school Justification >> Owner Directed | | | | | | | | | | | |
| Mather High School | 2007-1480-CSP | 1726765 | 09-0624-PR8 | 1 | GC | Tyler Lane Construction, Inc. | \$44,703 | \$2,636,016 | \$27,189,127 | \$29,869,847 | 9.86% 0 |
| Description >> Provide labor for site improvements at exterior of the school Reason >> Improvements to enhance the exterior of the area surrounding the school Justification >> Owner Directed | | | | | | | | | | | |
| May Academy | 2010-31171-MCR | 1916029 | 10-0526-PR3 | 3 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | 1002 (\$10,000) | (\$19,612) | \$1,546,000 | \$1,516,388 | -1.92% 0 |
| Description >> Credit for revisions to landscaping. Reason >> the landscaping scope changes are required due to reviews from City of Chicago zoning and landscaping department. Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| Noble Street Charter (Former Gleason School) | 2009-3540-ADA | 1884785 | 10-0324-PR4 | 3 | GC | Chicago Commercial Contractors LLC | \$46,889 | \$45,388 | \$1,185,773 | \$1,278,050 | 7.78% 0 |
| Description >> Provide continuous 60" corridor from elevator at 1st floor through 4th floor. Provide two sets of 4 label doors at the connection between the new addition and existing building. Install 24" air chambers on the water riser. Reason >> Requested during permit review Justification >> Permit Review | | | | | | | | | | | |
| Philips High School | 2010-46261-CSP | 1959521 | 10-0728-PR10 | 4 | GC | Chicago Commercial Contractors LLC | \$3,679 | \$202,293 | \$3,191,901 | \$3,397,873 | 6.45% 0 |
| Description >> Remove and replace support system for existing electrical lines above existing ceiling at 4-hour separation. Reason >> During demo for new 4-hour separation we discovered that the existing electrical supports for the existing electric lines are deteriorated and need to be replaced. (Costs were mistakenly omitted from proposal for Bulletin #311) Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| Togers School | 2010-25141-RDF | 1888794 | 10-0922-PR8 | 1 | GC | Tyler Lane Construction, Inc. | \$14,255 | \$0 | \$978,886 | \$993,141 | 1.46% 0 |
| Description >> Repair areas of the corridor ceiling that are peeling due to the plaster condition underneath the paint. Reason >> Scraping loose paint from corridor ceiling. Gently wash the calcimine from the scraped areas using minimal water, and then sealing it with a calcimine sealer and finish coat of paint. Justification >> Discovered or Changed Conditions | | | | | | | | | | | |
| Churz High School | 2006-1530-BLR | 1909837 | 10-0526-PR3 | 1 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | \$11,000 | \$465,294 | \$10,445,000 | \$10,921,294 | 4.56% 0 |
| Description >> Wall and ceiling work at Corridor 2nd 2 and new thresholds and sweeps at plenum doors Reason >> Work is required to keep air funnels airtight Justification >> Error/Omission (AOR) | | | | | | | | | | | |
| Churz High School | 2006-1530-BLR | 1909837 | 10-0526-PR3 | 1 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | \$6,093 | \$465,294 | \$10,445,000 | \$10,916,387 | 4.51% 0 |
| Description >> Modifications to the boiler blowdown reliving Reason >> Changes in design standards since issued for bid Justification >> Other | | | | | | | | | | | |

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

July Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
6/29/2011

| School | Project Num | Contract Num | Board Report | REG | TYPE | GENERAL CONTRACTOR ARCHITECT OF REC. | COR # | CO AMOUNT | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT % OF TIME CON EXTN |
|---|----------------|--------------|--------------|-----|------|---|--------|------------|---------------------------------|--------------------------------|-------------------------------|------------------------------|
| Sutton School | 2011-25321-ADA | 2113003 | 11-0525-PR3 | 5 | GC | Frieder Construction Co. | 01 | (\$675) | \$49,926 | \$5,775,800 | \$5,825,051 | 0.85% 0 |
| Description >> Revisions in response to permit review comments from the DOB. Cost impact results in a credit for door and hardware revisions. Reason >> Architect response to DOB comments during the permit review process. Justification >> Permit Review | | | | | | | | | | | | |
| Suder Montessori Magnet ES | 2008-6340-BLR | 1898200 | 10-0428-PR8 | 3 | GC | Blindeman Construction Company | 1018 | (\$5,330) | (\$2,025) | \$3,116,000 | \$3,108,645 | -0.24% 0 |
| Description >> Revisions to landscaping scope. Reason >> Scope change was made pursuant discussions with John Kraschner of Dept. of Forestry. Justification >> Code Change (Zoning) | | | | | | | | | | | | |
| Tilton School | 2010-25621-ADA | 1898197 | 10-0922-PR8 | 3 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | 19 | (\$3,085) | \$0 | \$0 | (\$3,085) | 0.00% 0 |
| Description >> Credit for the remaining project allowance. Reason >> Credit for the remaining project allowance. Justification >> Owner Directed | | | | | | | | | | | | |
| Young Magnet High School (Whitney) | 2008-1810-BLR | 1700236 | 09-0422-PR10 | 3 | GC | K.R. Miller Construction Company | 20R817 | \$44,974 | \$256,940 | \$5,037,000 | \$5,338,913 | 3.76% 0 |
| Description >> For the remaining RTUs on Building B, repair/replace existing compressor satellites and provide misc. repairs. Reason >> The satellites on the existing appear to be in poor conditions. The scope of work for the units in Bldg. B was very limited. The extent of the satellites repairs/replacement will be determined once the units are fully functional. Justification >> Discovered or Changed Conditions | | | | | | | | | | | | |
| Young School (Ella Flagg) | 2010-25921-MCR | 2012914 | 10-0922-PR8 | 2 | GC | F.H. Paschen, S.N. Nielsen & Assoc. Inc. | 4 | (\$30,984) | \$0 | \$787,721 | \$756,737 | -3.93% 0 |
| Description >> Credit for remaining project allowance Reason >> Credit for remaining project allowance Justification >> Owner Directed | | | | | | | | | | | | |
| | | | | | | | | | | Total Change Orders: | | |
| | | | | | | | | | | \$195,368 | | |

APPENDIX C
6/29/2011

July Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

| School | Project Num | Contract Num | Board Report | BEG | TYPE | GENERAL CONTRACTOR ARCHITECT OF REC. | COR # | CO AMOUNT | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT CONTRACT COM | % OF TIME EXTN |
|---|----------------|--------------|--------------|-----|------|---|-------|-----------|---------------------------------|--------------------------------|-------------------------------|------------------------|----------------------|
| Beidler School | 2010-2250-NCP | 2055929 | 11-0126-PR2 | 3 | GC | Friedler Construction Co | 1001 | \$97,613 | \$0 | \$1,356,800 | \$1,454,413 | 7.19% | 0 |
| Description >> Various site revisions. Reason >> During the permit review process by the City of Chicago Dept of Buildings, several changes were made in order to conform to code requirements. Additionally, per site meeting with AT & T and ComEd, additional conduit is needed at the building. Justification >> Permit Review | | | | | | | | | | | | | |
| Beidler School | 2010-2250-NCP | 2055929 | 11-0126-PR2 | 3 | GC | Friedler Construction Co | 1002 | \$105,929 | \$0 | \$1,356,800 | \$1,462,729 | 7.81% | 0 |
| Description >> Remove buried debris. Reason >> During excavation of the artificial turf field a pocket of debris was found Justification >> Discovered or Changed Conditions | | | | | | | | | | | | | |
| Carver Military Academy | 2010-46381-PLS | 2007911 | 10-0922-PR8 | 6 | GC | Miller | 13 | \$46,000 | \$87,560 | \$589,000 | \$722,560 | 22.68% | 0 |
| Description >> Existing resolution and associated environmental work. Reason >> Revision to enable locker room doors to be locked to pool for safety and security reasons Justification >> Error/Omission (AOR) | | | | | | | | | | | | | |
| Carver Military Academy | 2010-46381-PLS | 2007911 | 10-0922-PR8 | 6 | GC | Miller | 16 | \$6,000 | \$87,560 | \$589,000 | \$682,560 | 15.88% | 0 |
| Description >> Additional step cracks and additional testing required to determine the ability of the pool to hold water Reason >> Additional cracks and hollow tiles evidenced during grouting and repair of pool tiles Justification >> Discovered or Changed Conditions | | | | | | | | | | | | | |
| Curts School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 03 | \$22,583 | \$488,712 | \$3,574,577 | \$4,063,272 | 14.30% | 0 |
| Description >> Provide power assisted door operators at Rooms 222B and 320 of the Annex Building. Rebuild walls at entries to Rooms 222 and 320 to original condition. Reason >> Upon demolition to widen door entries for ADA compliance, we discovered duct work and existing steel that could not be relocated without considerable expense and redesign. Install power assisted door operators at these rooms to achieve accessibility. Justification >> Discovered or Changed Conditions | | | | | | | | | | | | | |
| Curts School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 06 | \$6,890 | \$488,712 | \$3,574,577 | \$4,070,179 | 13.86% | 0 |
| Description >> Remove and replace existing floor drain at Toilet Room, 204 Reason >> Existing drain is in bad condition and leaks. It needs to be removed and replaced Justification >> Discovered or Changed Conditions | | | | | | | | | | | | | |
| Curts School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 06 | \$6,890 | \$488,712 | \$3,574,577 | \$4,070,179 | 13.86% | 0 |
| Description >> Remove and replace the existing exterior stairs and the center entry of the West elevation of the Main Building Reason >> School request to replace cracked stairs Justification >> Owner Directed | | | | | | | | | | | | | |
| Curts School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 06 | \$6,890 | \$488,712 | \$3,574,577 | \$4,070,179 | 13.86% | 0 |
| Description >> Fill out wall in Room 304 in the Annex Building to allow proper alignment Reason >> Where the new shaft was installed the existing 3rd floor classroom walls are not aligned with the rest of the building. Need to fill out the wall to provide even finish Justification >> Discovered or Changed Conditions | | | | | | | | | | | | | |

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

July Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
6/29/2011

| School | Project Num | Contract Num | Board Report | REG | TYPE | GENERAL CONTRACTOR ARCHITECT OF REC | COR # | CO AMOUNT | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT % OF TIME CON EXTN |
|------------------|---|--------------|--------------|-----|------|--|-------|-----------|---------------------------------|--------------------------------|-------------------------------|------------------------------------|
| Curtis School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 07 | \$6,696 | \$488,712 | \$3,574,577 | \$4,069,985 | 13.86% |
| Description >> | Modify existing Annex Building switchgear. | | | | | | | | | | | |
| Reason >> | Upon demolition of existing walls for new elevator machine room, we discovered that the ground from the switchgear runs through the bathroom wall. After demolition, the neutral needed to be removed, replaced and relocated to avoid exposure to public. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |
| Description >> | Hydro plug and grout the existing foundation that was used as one side of the new elevator pit in the Main Building. | | | | | | | | | | | |
| Reason >> | Existing foundation has numerous cracks that are letting in water. Need to hydro plug and grout the cracks to ensure the pit stays dry. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |
| Curtis School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 08 | \$10,302 | \$488,712 | \$3,574,577 | \$4,073,590 | 13.96% |
| Description >> | Remove minimum 1/2" of existing limestone threshold at Vestibule 20. Provide water threshold to cover the stone. | | | | | | | | | | | |
| Reason >> | Existing limestone threshold has shifted causing the surface to be uneven and impossible to install the new doors and frames plumb. Need to cut the stone to allow for proper alignment. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |
| Description >> | At Art Classroom, 309, of the Main Building and Art Classroom, 224, of the Annex, provide cabinet bases per ASK-014 and ASK-015. | | | | | | | | | | | |
| Reason >> | Specified cabinets will not work with necessary plumbing fixtures. Need revised custom cabinets for proper sinks. | | | | | | | | | | | |
| Justification >> | Error/Omission (AOR) | | | | | | | | | | | |
| Curtis School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 09 | \$15,874 | \$488,712 | \$3,574,577 | \$4,079,163 | 14.12% |
| Description >> | Patch floor slabs at abandoned openings discovered during construction per structural EOR recommendations as shown on SSK-006R and SSK-007R. Submit pricing indicating category of hole size and quantity of each that we're patched. Category of hole to be classified into small (3 inches or smaller), medium (3-12 inches) and large (12-18 inches). | | | | | | | | | | | |
| Reason >> | During demolition for various work, we discovered numerous existing abandoned pipe penetrations that need to be filled/scaled. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |
| Description >> | Remove existing backfill to minimum of 18" at entry Vestibule 020. Compact subgrade and fill with CA-6 in 6" lifts. Pour 5" slab over vapor barrier. | | | | | | | | | | | |
| Reason >> | Existing slab has heaved and prevents proper operation of door swing. Need to remove bad fill and fill with CA-6. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |
| Curtis School | 2010-23061-CSP | 1959519 | 10-0728-PR10 | 6 | GC | Chicago Commercial Contractors, LLC | 10 | \$12,768 | \$488,712 | \$3,574,577 | \$4,076,057 | 14.03% |
| Description >> | Relocate ductwork in Annex Building to accommodate new elevator shaft. | | | | | | | | | | | |
| Reason >> | Existing ductwork conflicts with location of elevator shaft. Existing ductwork had to be relocated to accommodate. | | | | | | | | | | | |
| Justification >> | Error/Omission (AOR) | | | | | | | | | | | |
| Description >> | At each wheelchair lift (2 total), in lieu of painted metal, provide tempered safety glass lift panels at both the front and rear doors and gates. | | | | | | | | | | | |
| Reason >> | Owner directed to improve aesthetics. May become prototype lift. | | | | | | | | | | | |
| Justification >> | Owner Directed | | | | | | | | | | | |
| Description >> | Replace wood floor and underlayment at Room 009 due to damage caused from leaking plumbing lines beneath adjacent wall. Refinish entire floor upon completion. | | | | | | | | | | | |
| Reason >> | Adjacent plumbing leaked and destroyed the section of floor. Need to remove and replace (including substrate). Refinish the entire floor for smooth finish. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |
| Huron School | 2010-22371-AOCR | 1885068 | 10-0324-PR4 | 6 | GC | AJB-Bry Construction | 05 | \$9,000 | \$386,582 | \$4,875,000 | \$5,358,582 | 9.92% |
| Description >> | At roof side of auditorium stair towers below stair roof deck and above auditorium roof deck. Rebuild window masonry infills and adjacent masonry with brick veneer and CMU back up. Replace steel lintel over doorway to match existing and remove steel lintels at other 2 towers. 2 elevations per tower. Approximately 200 SF of masonry rebuild per tower. 400 SF total. See attached sketch SSK-24R for repair details and locations. | | | | | | | | | | | |
| Reason >> | Masonry is deteriorated and needs to be rebuilt. | | | | | | | | | | | |
| Justification >> | Discovered or Changed Conditions | | | | | | | | | | | |

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSJuly Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)APPENDIX C
6/29/2011

| School | Project Num | Contract Num | Board Report | REG | TYPE | GENERAL CONTRACTOR ARCHITECT OF REC. | COR # | CO AMOUNT | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT % OF TIME CON EXTN |
|--|------------------|--------------|--------------|-----|------|---|-------|-----------|---------------------------------|--------------------------------|-------------------------------|------------------------------------|
| Dunbar High School | 2010-53021-CAR | 1871521 | 10-0224-PR2 | 4 | GC | Chicago Commercial Contractors, LLC | cas1 | (\$65) | \$102,901 | \$632,050 | \$734,886 | 16.27% |
| Description >>> Credit remaining allowance in contract | | | | | | | | | | | | 0 |
| Reason >>> Credit remaining allowance in contract | | | | | | | | | | | | |
| Justification >>> Owner Directed | | | | | | | | | | | | |
| Dunbar High School | 2010-53021-ADA | 1893527 | 10-0426-PR8 | 4 | GC | Reliable & Associates Construction Co. | 1013 | \$60,000 | \$109,272 | \$2,407,078 | \$2,576,350 | 7.03% |
| Description >>> relocate toilet waste main piping. | | | | | | | | | | | | 0 |
| Reason >>> The existing waste main piping is installed at a height that does not allow the new toilets to meet the required ADA heights. The existing piping is installed too which does not permit the new toilets to be installed low enough to achieve ADA requirements. The waste mains must be reworked so that they are lower. | | | | | | | | | | | | |
| Justification >>> Discovered or Changed Conditions | | | | | | | | | | | | |
| Hyde Park Academy | 2010-46171-PLS | 2007895 | 10-0922-PR8 | 5 | GC | Friedler Construction Co | 21 | \$4,795 | \$341,654 | \$1,000,302 | \$1,346,751 | 34.63% |
| Description >>> Re-use and connect to existing main roof drain piping in lieu of replacing piping per bid documents | | | | | | | | | | | | 0 |
| Reason >>> due to difficulty in replacing the existing main drain piping for the pool the cost. Piping was added and pressure tested and can be reused | | | | | | | | | | | | |
| Justification >>> Discovered or Changed Conditions | | | | | | | | | | | | |
| Hyde Park Academy | 2010-46171-PLS | 2007895 | 10-0922-PR8 | 5 | GC | Friedler Construction Co | 25 | \$9,396 | \$341,654 | \$1,000,302 | \$1,351,352 | 35.09% |
| Description >>> Bonding handrails and accessible ramp and associated environmental work associated in the pump room | | | | | | | | | | | | 0 |
| Reason >>> Per IDPH permit review comments dated 3/29/11 - the railing and anchors for the new accessible ramp shall be bonded in accordance with the 2008 National Electrical Code as required by Section 820.200 (d)(1) | | | | | | | | | | | | |
| Justification >>> Permit Review | | | | | | | | | | | | |
| Kennedy High School | 2010-46201-PLS | 2008374 | 10-0922-PR8 | 5 | GC | F.H. Paschen S N Nielsen & Assoc. Inc. | 7RRR1 | \$10,500 | \$123,596 | \$805,000 | \$939,096 | 16.66% |
| Description >>> Ceiling and ductwork at toilet and weight room in the basement | | | | | | | | | | | | 0 |
| Reason >>> Plans did not denote removal of ductwork as required for installation of new floor drains above | | | | | | | | | | | | |
| Justification >>> Error/Omission (AOR) | | | | | | | | | | | | |
| Description >>> Ceiling and ductwork at toilet and weight room in the basement | | | | | | | | | | | | 0 |
| Reason >>> Ceiling removal required due to emergency work required due to leaking of existing galvanized piping from the Girls toilet room | | | | | | | | | | | | |
| Justification >>> Discovered or Changed Conditions | | | | | | | | | | | | |
| Kennedy Academy | 2010-46361-PLS | 2007885 | 10-0922-PR8 | 4 | GC | F.H. Paschen S N Nielsen & Assoc. Inc. | ST083 | \$2,500 | \$224,408 | \$477,000 | \$703,908 | 47.57% |
| Description >>> Grout all hollow metal door frames | | | | | | | | | | | | 0 |
| Reason >>> The specifications do not detail grouting of metal frames | | | | | | | | | | | | |
| Justification >>> Owner Directed | | | | | | | | | | | | |
| Kennedy Academy | 2010-46361-PLS-1 | 2092746 | 10-0822-PR8 | 4 | GC | F.H. Paschen S N Nielsen & Assoc. Inc. | 1020 | \$11,559 | \$0 | \$92,887 | \$104,446 | 12.44% |
| Description >>> Provide grounding for all deck drains | | | | | | | | | | | | 0 |
| Reason >>> This work must be completed to comply with code | | | | | | | | | | | | |
| Justification >>> Code Change | | | | | | | | | | | | |
| Kennedy Academy | 2011-29151-ROF | 2071896 | 11-0223-PR3 | 4 | GC | Male | 1022 | \$40,439 | \$35,002 | \$270,225 | \$345,666 | 27.92% |
| Description >>> Additional environmental and painting work in classrooms affected by the roof damage | | | | | | | | | | | | 0 |
| Reason >>> The plaster and paint condition in several classrooms worsened as construction proceeded. It was evident that the water damage migrated to more areas than originally surveyed | | | | | | | | | | | | |
| Justification >>> Discovered or Changed Conditions | | | | | | | | | | | | |

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

July Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
6/29/2011

| School | Project Num. | Contract Num. | Board Report | REG. | TYPE | GENERAL CONTRACTOR ARCHITECT OF REC. | COR # | CO AMOUNT | PREVIOUS APPROVED CHANGES | ORIGINAL CONTRACT AMOUNT | REVISED CONTRACT AMOUNT | TOT % OF TIME CON. EXTN |
|---|----------------|---------------|--------------|------|------|---|-------|----------------------|---------------------------------|--------------------------------|-------------------------------|-------------------------------|
| Sevier School | 2009-5820-ADA | 1819333 | 09-1028-PR2 | 4 | GC | Frederick Construction Co. | 1022 | \$85,500 | \$243,887 | \$1,365,800 | \$1,685,187 | 24.12% 0 |
| Description >> Relocate the stage lift. | | | | | | | | | | | | |
| Reason >> CPS ADA director requested the stair and lift be relocated to a more suitable location. | | | | | | | | | | | | |
| Justification >> Owner Directed | | | | | | | | | | | | |
| Simmon High School | 2010-53061-MEP | 2012946 | 10-0922-PR8 | 5 | GC | Wight Construction (Wight & Company) | 4 | \$19,715 | \$49,516 | \$538,007 | \$657,239 | 11.77% 0 |
| Description >> Provide labor, material and parts to replace circuit #1 slide transducer valve, condenser fan motor, redam and replace refrigerant, troubleshoot and miscellaneous repairs | | | | | | | | | | | | |
| Reason >> Sections of the chiller compressors failed and needed to be troubleshoot and parts replaced to ensure proper operation. | | | | | | | | | | | | |
| Justification >> Discovered or Changed Conditions | | | | | | | | | | | | |
| Washington High School | 2010-46331-PLS | 2007912 | 10-0922-PR8 | 6 | GC | Miller | 13 | \$1,800 | \$81,262 | \$405,000 | \$488,062 | 20.51% 0 |
| Description >> Modification of chiller and chemical controller piping for new vertical pump in order to achieve increased pressure | | | | | | | | | | | | |
| Reason >> due to the new vertical pump, the piping must be revised to obtain greater pressure with the new system | | | | | | | | | | | | |
| Justification >> Discovered or Changed Conditions | | | | | | | | | | | | |
| Washington High School | 2010-46331-PLS | 2007912 | 10-0922-PR8 | 6 | GC | Miller | CLOSE | (\$313) | \$81,262 | \$405,000 | \$485,949 | 19.99% 0 |
| Description >> Credit change order to close out unused allowance dollars | | | | | | | | | | | | |
| Reason >> Deductive C.O. to close out remaining unused allowance dollars | | | | | | | | | | | | |
| Justification >> Other | | | | | | | | | | | | |
| | | | | | | | | Total Change Orders: | | \$673,481 | | |

11-0727-PR11

APPROVE ENTERING INTO AN AGREEMENT WITH MANPOWER, INC., FOR TEMPORARY WORK ASSISTANCE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Manpower, Inc., for temporary work assistance services for the Office of Academic Enhancement related to student assignment processes at a cost not to exceed \$200,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR# 11-0610-CPOR-1452. A written agreement for these services is currently being negotiated. No services may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2648
CPOR Number : 11-0610-CPOR-1452

VENDOR:

- 1) Vendor # 76716
MANPOWER, INC
227 WEST MONROE, STE 160
CHICAGO, IL 60606
Jeremy Mahan
312-781-9032

312-504-8431

USER INFORMATION :

Project
Manager: 10885 - Citywide - Academic Enhancement

125 S Clark St - 4th Floor

Chicago, IL 60603

Schwab, Mr. David L

773-553-2060

TERM:

The term of this agreement shall commence on September 19, 2011 or the date the agreement is signed, *whichever is later*, and shall end September 18, 2012. This agreement shall have one option to renew, for a period of one year.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

- I. Description of services to be provided by Vendor:
 - a. Vendor's personnel will provide application and customer service work assistance for the intake of applications for magnet, magnet cluster, and open enrollment schools; selective enrollment elementary and high schools; International Baccalaureate programs; and all related projects of the student assignment team of the Office of Academic Enhancement (OAE) in the Central Office. The services will include data entry, application verification, and customer service.
- II. Task:
 - a. Services will begin September 2011 with training of lead temps on overall process. On an as-needed and ongoing basis, temporary work assistance will be brought into OAE to handle the influx of applications (approximately 50,000 applications from Oct. 1 - Dec. 16.)
 - b. Temporary staff will be under supervision of the Board's project manager and all tasks relating to the project will be completed on an as-needed basis.
 - c. Services will also include:
 - i. Application verification and handling of all mail and online applications.
 - ii. Use of FileMaker, Excel, and other data software.
 - iii. Phone/in-person customer service.

DELIVERABLES:

1. Applications handled by temporary staff provided by Vendor will be processed with no more than a 2% error rate, as measured by OAE at termination of project.
2. All processes handled by temporary staff provided by Vendor will meet deadlines set forth by OAE
3. OAE project managers will review/rate customer service provided by Vendor at termination of project
4. No more than 20% of temporary staff provided by Vendor that begin working on the project will be required by OAE to be replaced prematurely.

OUTCOMES:

These services will result in satisfactory and timely management of all OAE-related student assignment processes for the 2012-2013 school year.

COMPENSATION:

Vendor shall be paid in accordance with the pricing terms set forth in the agreement, total not to exceed the sum of \$200,000.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Officer of Academic Enhancement to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends that a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the scope of the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Academic Enhancement: \$200,000

Fiscal Year: 2012

Source of Funds: Gen Ed, Fund 115

Requisition Number: TBD

| | |
|------------------------------------|--------------|
| 10880-115-54125-223012-000112-2012 | \$116,339.00 |
|------------------------------------|--------------|

| | |
|------------------------------------|-------------|
| 10880-115-54125-233011-000163-2012 | \$83,661.00 |
|------------------------------------|-------------|

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 11-0727-PR11.

11-0727-PR12

RATIFY EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH RIVERSIDE PUBLISHING FOR THE PURCHASE OF TEST MATERIALS AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to renew the agreement with Riverside Publishing for the purchase of selective enrollment test materials and related services for the Office of Academic Enhancement at a cost not to exceed \$145,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during this option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 12017
RIVERSIDE PUBLISHING CO 1
3800 GOLF RD., STE 100
ROLLING MEADOWS, IL 60008
Catherine Lawrence
630-467-7000
630-309-3644

USER INFORMATION:

Project
Manager: 10885 - Citywide - Academic Enhancement
125 S Clark St - 4th Floor
Chicago, IL 60603
Washington, Miss Angela Gail
773-553-2060

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #10-1027-PR14) was for a term commencing on the date signed by the Board and ending June 30, 2011, with the Board having four options to renew, for one-year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR #10-0528-1254 and 10-0528-1314.

OPTION PERIOD:

The term of this agreement is being extended for a one year period commencing on July 1, 2011, and ending June 30, 2012.

OPTION PERIODS REMAINING:

There are three option periods for one (1) year each remaining

SCOPE OF SERVICES:

The vendor shall provide tests, pre-ID labels, answer sheets and custom reporting services for Selective Enrollment Elementary Schools (SEES), pre-kindergarten through seventh grades, and the Comprehensive Gifted Program (CGP). The vendor shall provide answer sheets, test books, and customized reporting services for Selective Enrollment High Schools (SEHS).

DELIVERABLES:

The vendor shall provide the Office of Academic Enhancement with tests, pre-ID labels, and customized reporting services during the SEES, SEHS, and CGP 2011-2012 application season.

OUTCOMES:

This purchase will result in identifying students for Selective Enrollment Elementary Schools, Selective Enrollment High Schools, and the Comprehensive Gifted Program.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the renewal agreement, total for the option period not to exceed the sum of \$145,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Officer of Academic Enhancement to execute all ancillary documents required to administer or effectuate this renewal agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include: 15% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a waiver of the goals, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the contract is not further divisible. This agreement is for the purchase of authorized testing materials for which Riverside Publishing is a sole source provider.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Academic Enhancement: \$145,000 Fiscal Year: 2012
Budget Classification:
10885-115-54125-221013-376611 \$135,000
10880-115-54125-223012-000112 \$10,000
Source of Funds: Gen Ed, Fund 115
Requisition Number: TBD

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

11-0727-PR13

**APPROVE ENTERING INTO AN AGREEMENT WITH E.L. ACHIEVE, INC.
FOR THE PURCHASE OF SYSTEMATIC ELD INSTRUCTIONAL UNITS AND PROFESSIONAL
DEVELOPMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with E.L. Achieve, Inc. for the purchase of Systematic ELD Instructional Units and professional development services for the Chief Education Office at a cost not to exceed \$512,961. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR: E.L. Achieve, Inc.
6203 Colina Pacifica
San Clemente, CA 92763
760-290-3461
Libby Flores
Vendor #96430

USER: Chief Education Office
125 S. Clark St., 5th Floor
Dr. Jennifer Cheatham

TERM: The term of this agreement shall commence on August 1, 2011 and shall end June 30, 2012. Each agreement shall have two (2) options to renew for a periods of one (1) year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: Vendor will provide professional development and instructional materials for 28 schools to ensure a student-centered, language-focused approach to planning and teaching for English Learners during the English Language Development block—called a *Focused Approach to Systematic ELD*. Vendor's approach to English language instruction is to backward map language instruction (focusing on forms and functions) from task analysis based on student proficiency level. Materials will include systematic ELD instructional materials by proficiency level and teacher handbooks.

E.L. Achieve will provide professional development to teachers and administrators on the effective implementation of Systematic ELD. The training commences for all cohorts with a one-day leadership institute for administrators, continues by offering three days of training for teachers (not consecutive) on the EL Achieve's *Focused Approach to Systematic ELD* and culminates with a one-day follow-up session for teachers, as well as ongoing coaching for leaders. Additionally, the scope of services includes ongoing coaching and guidance for schools during the year of implementation. Specifically, this support will include facilitating lesson design, collaborative planning, and/or walk-through observations.

DELIVERABLES: EL Achieve will deliver the following professional development services during the term of this agreement:

- 2 One-day Leadership Institutes for school-based and district administrators
- 4 Three-day Teacher Institutes on Systematic ELD
- 4 One-day follow up implementation sessions for teachers and leadership teams
- Regular and ongoing coaching for teachers and schools

DESCRIPTION OF PURCHASE (Goods):

Systematic ELD Instructional Units, related kits, and handbooks

Quantity: 1,756 books and kits

Unit Price: Average cost: \$252.83

Total Cost Not to Exceed: \$443,961.00

Professional Development for leaders and teachers

Quantity:

- 2 One-day Administrator Orientation Sessions for A Focused Approach to Systematic ELD for school based and district administrators
- 4 Three-day Institutes of A Focused Approach to Systematic ELD for teachers
- 4 1-day Leadership team implementation support sessions

Unit Price:

- Administrator Orientation Sessions- \$6,000
- Institutes of A Focused Approach- \$36,000
- Leadership Team Implementation Support Sessions-\$10,000
- Expenses for two presenters (including airfare, transfers, hotels, meals for 18 days of service)- \$17,000

Total Cost Not to Exceed: \$69,000

OUTCOMES: This purchase will provide teachers with the knowledge, skill and resources to better support the needs of English Language Learners during explicit English Language Development (ELD) instruction. More specifically, E.L. Achieve's Systematic ELD units, kits and handbooks will provide teachers a comprehensive guide/framework that is tailored to the range of student English proficiency levels. Accompanying these materials are uniquely designed tools that clearly assess proficiency levels via E.L. Achieve's Express placement assessment and identify key linguistic milestones that students reach as they become more proficient. These specialized tools are important vehicles for improving learning outcomes for ELLs as they acquire a second language.

This comprehensive professional development training will ultimately result in:

- Increase in performance of ELLs on ISAT
- Decrease in the % of ELLs who remain in bilingual education
- Decrease in the % of teachers who communicate the need for support and guidance with teaching explicit language development to their bilingual students

COMPENSATION: Vendor shall be paid in accordance with the unit prices contained in the agreement, total not to exceed the sum of \$512,961.00.

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement

AFFIRMATIVE ACTION: The M/WBE goals for this agreement are: 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the scope of services are not further divisible.

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Chief Education Office: \$512,961

Fiscal Year: 2012

11540-115-53405-xxxxxx-xxxxxx - \$443,961

11540-115-54125-xxxxxx-xxxxxx - \$69,000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 11-0727-PR13.

11-0727-PR14

**APPROVE PAYMENT TO RODNEY STAPLETON FOR CONSULTING SERVICES PROVIDED TO
ALCOTT ELEMENTARY AND HIGH SCHOOL (AREA 6)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Rodney Stapleton who provided consulting services to Alcott Elementary and High School from September 6, 2010 to June 17, 2011 in the amount of \$34,702.00 of which \$24,702.00 has been paid. The balance remaining to be paid is \$10,000.00. These services were rendered without prior Board approval and all services have been completed.

VENDOR:

- 1) Vendor # 91510
RODNEY STAPLETON
7521 NORTH WINCHESTER AVE., STE 3E
CHICAGO, IL 60626
Rodney Stapleton

USER INFORMATION:

Contact: 22041 - Louisa May Alcott School
2625 N Orchard Street
Chicago, IL 60614
Domovic, Mr. David Joseph
773-534-5460

SCOPE OF SERVICES:

Vendor provided music development, curriculum and instruction on Mondays, Wednesdays, and Fridays, from 8:15 to 3:30 for Pre-K through 8th grades including Special Ed. students and After School Guitar or Choir and Music Lessons.

Vendor taught basic music skills and techniques. The first half of the year, vendor worked with one half of the school population - Kindergarten 1st, 3rd, 5th and 7th grades. The second half of the year, vendor worked with the remaining students, including preparing the 8th graders for graduation.

For the high school students, vendor provided 3 ten-week enrichment sessions on Thursday from 1:40 to 3:05, including learning to play simple percussion, singing a variety of songs and performing in small and large groups.

For the pre-kindergarten students, vendor worked with them on basic listening skills through games, activities and songs. The kindergarten students worked on basic listening skills through games, activities and songs and learned simple music notation.

For 1st through 8th grade, students started to compose and perform their own rhythm pieces. Also, 3rd through 8th grades focused on learning to read and compose melodies in treble clef, along with learning to read treble clef, and learning basic piano/keyboard skills.

For After School Choir, vendor worked with students for ten weeks, 1 day per week, 1 hour per week. The choir was open to all grade levels.

DELIVERABLES:

Vendor provided music development, teaching basic music skills to Alcott Elementary and High School students.

OUTCOMES:

Vendor's services resulted in:

Pre-K - Better listening skills, sequencing skills and improved memory skills.

Kindergarten - students can read and clap or tap out simple rhythmic phrases.

1st through 8th grade - students will be able to compose simple composition & conduct multiple part compositions.

3rd through 8th grade - students will be able to compose and conducting multiple part compositions.

High Schools - students will be able to chose a song, rehearse it, and perform in front of their classmates.

Elementary and High School students also learned about possible careers in music such as recording engineers, producers, composers, etc., and also about the recording technology used in the music business.

Elementary and High School students will be able to not only play a simple melody on an instrument (keyboard, guitar, bells, voice) but to listen to music and discuss what they think the music is about.

COMPENSATION:

Total compensation to Vendor shall not exceed \$34,702.00 of which vendor has been paid \$24,702.00. The balance remaining to be paid is \$10,000.00.

AFFIRMATIVE ACTION:

A review of MBE/WBE participation was precluded due to services being rendered prior to Board approval.

LSC REVIEW:

This action was approved by the LSC for Alcott Elementary and High School on May 20, 2010.

FINANCIAL:

Charge to Alcott School: \$34,702 Fiscal Year: 2010 - 2011

22041-124-54125-119035-002239 - \$4,000
22041-225-54125-111039-000703 - \$28,500
22041-117-54125-111066-000000 - \$1,500
22041-115-54125-150006-000000 - \$702

Source of Funds: School Special Income Fund, Supplemental General State Aid, Tuition Based, General Board Funds

Purchase Order Numbers: 2140970, 2129208, 2120790, 2082851, 2035288

CFDA#: Not Applicable

11-0727-PR15

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH AFTER SCHOOL MATTERS TO PROVIDE APPRENTICESHIP AND EDUCATIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the final option to renew the agreement with After School Matters to provide apprenticeships and educational services to the Office of College and Career Preparation at a cost not to exceed \$2,063,784.00. A written renewal agreement for Consultant's services is currently being negotiated. No payment shall be made to After School Matters prior to execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 30111
AFTER SCHOOL MATTERS
72 EAST RANDOLPH AVE., 3RD FLOOR
CHICAGO, IL 60601
David Sinski
312-742-4182

USER INFORMATION :

Project 13725 - Office of College and Career Preparation
Manager: 125 S Clark Street
 Chicago, IL 60603
 Milton, Mr. Patrick Wayne
 773-553-2108

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-1028-PR11) in the amount of \$4,435,000.00 was for a term commencing October 1, 2009 and ending September 30, 2010, with the Board having 2 options to renew; each for a one (1) year term. The agreement was extended (authorized by Board Report 10-0922-PR14) for a term commencing October 1, 2010 and ending on September 31, 2011. The original agreement was awarded on a non-competitive basis because of its unique ability to provide meaningful after-school activities in the areas of arts, sports, science, technology, and communications.

OPTION PERIOD:

The term of this agreement is being extended for a period commencing October 1, 2011, and ending September 30, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant shall continue to (1) implement, administer and monitor the arts, sports, science, technology and communication after school programs in participating schools; (2) provide job training opportunities; (3) mentor students; (4) train program instructors; (5) assist students in producing scripts, performance pieces, video documentaries, websites, and digital videos for schools and other community based organizations; (6) provide safe opportunities for participating students to apply learned skills in ways that contribute to their communities; (7) assume responsibility for processing all program expenses including

but not limited to payments to instructors/organizations for program delivery, participant stipends and supplies and equipment; (8) provide technology services to Gallery 37 Advanced Arts Education Program and (9) Provide educational support services including artist supervision, mentorship and coaching in each Gallery 37 classroom.

DELIVERABLES:

After School Matters shall continue to provide the following to the Office of College and Career Preparation: (1) professional teaching staff to conduct the arts, sports, science, technology and communication programs at 45 high schools; (2) sufficient quantities of materials, professional equipment, books, and supplies for the projects; (3) administrative and logistical support for the projects; and (4) professional development and training materials for the participating instructors.

OUTCOMES:

Consultant's services shall result in (1) students having improved abilities in the areas of art, sports, science, technology and communication; (2) students having additional skills that will help them obtain future jobs; and (3) students recognizing that there are a variety of jobs that can match their interests and potential.

COMPENSATION:

During this option period Consultant shall be paid as specified in the agreement; total not to exceed the sum of \$2,063,784.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to: College and Career Preparation: \$206,000.00 Fiscal Year: 2012
Budget Classification: 45102-115-54125-113034-000000

13727-115-54125-320010-000000-2012 \$1,857,784.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PQ3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR16

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS TO PROVIDE PROFESSIONAL DEVELOPMENT SERVICES (OFFICE OF EARLY CHILDHOOD EDUCATION)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Consultants to provide professional development services to the Office of Early Childhood Education at a cost not to exceed \$100,000.00 in the aggregate. Consultants were selected on a competitive basis pursuant to Board Rule 7-2 and was approved by CPOR 11-0519-CPOR-1436. Written agreements for Consultants' services are currently being negotiated. No services shall be provided by any Consultant and no payment shall be made to any Consultant prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2250
CPOR Number : 11-0519-CPOR-1436

CONSULTANT:

- 1) Vendor # 96133
GILMORE, JAMILA 1
8045 SOUTH KING DRIVE
CHICAGO, IL 60619
Jamila Gilmore
773 206-6885
- 2) Vendor # 61202
MOSES, LAVERNE N
10355 S. OAKLEY
CHICAGO, IL 60643
Laverne N. Moses
773-298-1431

USER INFORMATION :

Contact: 11385 - Citywide Early Childhood
125 South Clark Street 9th Floor
Chicago, IL 60603
Berger, Miss Jean Lea
773-553-2010

TERM:

The term of these agreements shall commence August 1, 2011 and shall end July 31, 2012. These agreements shall have two (2) options to renew for a period of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Consultants will collaborate with CPS teachers to determine environmental and instructional areas for enhancement as well as high need areas for improvement as directed by the Early Reading First (ERF) grant and the CPS approved plan. Consultants will work with teachers to focus on literacy enrichment that will ultimately enhance child outcomes.

DELIVERABLES:

Consultants will 1) assist teachers with curriculum and assessment choices that emphasize literacy and challenge individual students; 2) provide bi-weekly classroom visits with specific goals of coaching, modeling or observation; 3) assist teachers with rotation of classroom environment and curriculum materials; 4) provide professional development sessions, as needed; 5) engage teachers in meaningful discussions regarding their instructional practices; and 6) observe students with follow-up plans for the teachers to implement.

OUTCOMES:

Consultants' services will result in 1) alignment of curriculum topics; 2) support for teachers' implementation of strategies; 3) opportunities for student engagement; 4) knowledge in areas where teachers need support; 5) objective insight into the culture and climate of classrooms and 6) modeling of techniques and provision of informal student data for teachers.

COMPENSATION:

Consultants' shall be paid as follows: upon monthly invoicing, not to exceed the sum of \$50,000.00 per Consultant; total not to exceed an aggregate amount of \$100,000.00 for all Consultants.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE requirements for this agreement are 25% total MBE and 5% total WBE participation.

The following participation for this agreement shall be achieved:

Total MBE - 50%
LaVerne N. Moses
10355 S. Oakley Ave.
Chicago, Illinois 60643

Total WBE - 50%
Jamila Gilmore
8045 S. King Drive Blvd.
Chicago, Illinois 60619

LSC REVIEW:
Local School Council approval is not applicable to this report.

FINANCIAL:

11385-324-54125-227924-500684-2012 \$100,000.00

CFDA#: 84.359B

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR17

APPROVE PAYMENT TO AJILON PROFESSIONAL STAFFING FOR PROFESSIONAL TEMPORARY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Ajilon Professional Staffing who provided temporary services to the Office of Human Capital in the amount of \$41,000.00 for services rendered from September 1, 2010 through July 31, 2011. These services were rendered without prior Board approval.

VENDOR:

- 1) Vendor # 13692
AJILON PROFESSIONAL STAFFING, LLC
10 S. LASALLE ST., #1310
CHICAGO, IL 60603
Jacquelyn Pate
312-782-7788

USER INFORMATION :

Project
Manager: 11010 - Office of Human Capital

125 S Clark St - 2nd Floor

Chicago, IL 60603

Winckler, Ms. Alicia

773-553-1070

SCOPE OF SERVICES:

Ajilon Professional Staffing LLC, provided temporary staff for customer service and administrative support including; coordinating meeting schedules; updating records in various databases (Access and Peoplesoft), preparing formal letters pursuant to legal hearings; and filed correspondence. The staff also assisted with special projects for the Department of Human Capital.

DELIVERABLES:

Temporary staff provided customer service and administrative support including; coordinating meeting schedules; updating records in various databases (Access and Peoplesoft), preparing formal letters pursuant to legal hearings; and filed correspondence. The staff also assisted with special projects for the Department of Human Capital.

OUTCOMES:

Vendor services will result in: 1). The Office of Human Capital's resource capacity to meet immediate workload fluctuations; 2). Unexpected or temporary demands: including special projects, peak periods, and employee shortage; 3). Tackle critical one-time projects that are limited in time and scope.

COMPENSATION:

Vendor shall be paid upon incoming; total compensation not to exceed \$41,000.00.

AFFIRMATIVE ACTION:

A review of Minority and Women Business Enterprise participation was precluded due to services being rendered prior to Board Approval.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$41,000
Budget Classification: 11010-115-54125-252401-000000 \$11,000
Budget Classification: 11070-115-54125-231601-000000 \$30,000
Source of Funds: General Education Fund
Fiscal Year: 2011-2012

CFDA#: Not Applicable

11-0727-PR18

FINAL

AMEND BOARD REPORT 10-0224-PR16
**RATIFY ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHICAGO POLICE
DEPARTMENT FOR SCHOOL PATROL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Ratify entering into an Intergovernmental Agreement with the Chicago Police Department of the City of Chicago (CPD) to provide school police services at ~~96 high schools and 1 special school~~ at a cost to the Board of ~~\$32.8 million not to exceed \$102,800,000.00~~ for the period January 1, 2009 through December 31, 2012 of which \$16.8 million will be credited as indicated below. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This July 2011 amendment is necessary to fully compensate CPD for charges associated with police services CPD has provided to the Board since January 1, 2009. The Board previously paid \$16.8 million for these services and will receive a credit in that amount. The amendment also establishes maximum reimbursement levels for services to be provided by CPD for the remainder of the term of the Intergovernmental Agreement and authorizes adjustment of service levels. The sum of all additional payments made pursuant to the Intergovernmental Agreement shall not exceed \$85,000,000.00.

VENDOR:

- 1) Vendor # 47512
CHICAGO POLICE DEPARTMENT
121 N. LASALLE
CHICAGO, IL 60602
Garry McCarthy
312-744-5000

USER INFORMATION:

Contact: 10610 - Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603
Shields, Mr. Michael D.
773-553-3011

TERM:

The term of this agreement shall commence on January 1, 2009 and shall end on December 31, 2012. ~~This agreement shall have two options to renew for periods of one year each.~~

DESCRIPTION:

Since 2009, the Chicago Police Department (CPD) has provided officers and equipment to 95 schools and ~~1 special school~~ to deter crime and ensure the safety of students. CPD provides computer terminals connected to the CPD network for the purpose of processing juvenile offenders at offices located within the assigned schools. CPD also provides school sergeants who are responsible for supervising the officers assigned to schools.

RESPONSIBILITIES OF PARTIES:

CPD will provide sworn full-duty officers for 8-hour tours at designated school sites. Designated assignments will be determined by the Superintendent of CPD in consultation with the Board. CPD will provide computer terminal connected to the CPD network for processing juvenile offenders apprehended in the Chicago Public Schools where on-duty CPD officers are assigned. The Board will provide secure office space at each school where officers are assigned for the purpose of securing CPD computer equipment and processing juvenile offenders.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Director of Safety and Security to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this intergovernmental agreement is exempt from MWBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of School Safety and Security:

Fiscal Year: FY10 FY09 - FY11 ~~\$12,800,000~~ \$47,293,041

Budget Classification: ~~42670-210-54105-254610-000000-2011~~ 12470-115-54105-254610-000000-2011

Source of Funds: ~~Tort Liability~~ General Fund

~~Service: This amount represents 18 months of payment for the period January 1, 2009 through June 30, 2011 2010~~

~~Fiscal Year: FY11 \$8,000,000~~

~~Budget Classification: 12670-210-54105-254610-000000-2011~~

~~Source of Funds: Tort Liability~~

Fiscal Year: FY12 ~~\$8,000,000~~ \$26,292,915.00

Budget Classification: ~~42670~~ 10615-210-54105-254610-000000-2012

10615-210-54105-254610-000000-2011

Source of Funds: Tort Liability

Fiscal Year: FY13 ~~\$4,000,000~~ \$12,414,044.00

Budget Classification: ~~42670~~ 10615-210-54105-254610-000000-2013

Source of Funds: Tort Liability

COMPENSATION SCHEDULE:

~~January 1, 2009 - June 30, 2009 - \$4.8 million~~

~~July 1, 2009 - December 31, 2009 - \$4.0 million~~

~~January 1, 2010 - June 30, 2010 - \$4.0 million~~

~~July 1, 2010 - December 31, 2010 - \$4.0 million~~

~~January 1, 2011 - June 30, 2011 - \$4.0 million~~

~~July 1, 2011 - December 31, 2011 - \$4.0 million~~

~~January 1, 2012 - June 30, 2012 - \$4.0 million~~

~~July 1, 2012 - December 31, 2012 - \$4.0 million~~

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

11-0727-PR19

APPROVE ENTERING INTO AN AGREEMENT WITH ILLINOIS STATE POLICE FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Illinois State Police to provide consulting services to The Office of School Safety and Security at a cost not to exceed \$75,000.00. Vendor was selected on a non-competitive basis due to the uniqueness of the services. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 44446
ILLINOIS STATE POLICE 1
125 S CLARK STREET
CHICAGO, IL 60603
Karen Levy-McCanna
-

USER INFORMATION :

Contact:
10610 - Office of School Safety and Security

125 S Clark St - 1st Floor

Chicago, IL 60603

Shields, Mr. Michael D.

773-553-3030

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twelve months thereafter. This agreement shall have (2) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Illinois State Police will provide criminal background investigation checks of CPS volunteer personnel including but not limited to, the Community-Parent stipend Program, the Parent Patrol Program, and other non-Board personnel involved with children.

DELIVERABLES:

Illinois State Police will submit written verification results from the criminal background checks to the Chicago Public Schools.

OUTCOMES:

Criminal background checks may reveal an arrest record that will require fingerprinting to verify applicant identity. The result of such fingerprinting will be required by CPS prior to any volunteer services being performed or any hiring.

COMPENSATION:

Consultant should be paid as per the fee schedule set forth in the agreement; total not to exceed the sum of \$75,000.00.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Woman Owned Business Enterprise Participation in Goods and Service Contracts, this agreement is exempt from MBE/WBE review because the vendor providing the services is an Illinois State agency.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of School Safety and Security \$75,000.00 Fiscal Year: 2011/2012

10610-210-54125-254605-000000-2012

\$75,000.00

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR20

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE COMMUNITY WATCH SERVICES FOR DESIGNATED NEIGHBORHOODS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with various vendors to provide school community watch services to the Office of School Safety and Security at an aggregate total cost for the option period not to exceed \$6,381,836. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250009

Contract Administrator : Holloway, Mr. Craig A / 773-553-2903

USER INFORMATION :

Contact:

10610 - Office of School Safety and Security

125 S Clark St - 1st Floor

Chicago, IL 60603

Bryant, Mr. Vaughn Derrick

773-553-1167

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 10-0623-PR37) in the amount of \$4,700,000 are for a term commencing upon date of execution and ending July 31, 2011, with the Board having 1 option to renew for 1 year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being extended for 1 year(s) commencing August 1, 2011 and ending July 31, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS high school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety and security strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and
2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance.

To achieve these goals, the Board has outlined the following three initiatives:

1. Mentorship and advocacy for high school students at risk of engaging in or becoming victims of aggressive behavior, truancy, suspension, and expulsion;
2. Development of a safe school environment that contributes to a student excelling academically, and
3. Creation of safe passages to provide safe arrival and dismissal times.

I. Community Watchers: Vendors will continue to deploy community watch staff (Community Watchers or Watchers) throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal. Such supervision will vary depending on the individual school's arrival and dismissal times.

II. Outreach Management Services: At the direction of the Board, vendors shall continue to provide outreach services for students with five (5) or more unexcused absences. The outreach services will include administering assessments to discover the circumstances that led to the students' absences and communicating such assessments to the appropriate bodies.

DELIVERABLES:

During this option period, Community Watchers duties shall consist of: 1) Reporting to daily assigned post(s) to assist students in traveling to and from bus stops and boarding necessary buses; 2) Monitoring designated hot spots for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and reporting any known or potential conflicts to the CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly electronic report which will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

OUTCOMES:

Vendors' services will result in: 1) increased attendance, 2) decreased violent incidents involving CPS students, and 3) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendors shall be paid as specified in their agreement; total compensation to all vendors shall not exceed the sum of \$6,381,836 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Executive Officer or School Safety & Security Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

The goals for this agreement are 40% total MBE and 10% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of School Safety and Security
 Source of Funds: Title I Federal Grant and General Education
 Budget Classification
 10615.332.54125.254605.430126- \$5,391,984
 10615.115.54125.254605.000000 - \$376,002
 Source of Funds: SOS Grant

Budget Classification
10615.354.54125.254605.500739 - \$488,850
Charge to: Student Support and Engagement Office
Source of Funds: U.S. Department of Education Grant
Budget Classification
13722.324.54125.221021.511240 - \$125,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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|---|---|
| <p>1) Vendor # 37537 ALLIANCE FOR COMMUNITY PEACE 509 W. ELM STREET CHICAGO, IL 60610 Walter B. Johnson 312-943-8530</p> | <p>6) Vendor # 85062 HOPE ORGANIZATION 9231 S. COTTAGE GROVE CHICAGO, IL 60619 Roosevelt Watkins 773-487-8441</p> |
| <p>2) Vendor # 11359 CATHOLIC BISHOP-SAINT SABINA 1210 WEST 78TH CHICAGO, IL 60620 Jocelyn Jones -</p> | <p>7) Vendor # 96888 LEAVE NO VETERAN BEHIND 19 SOUTH LASALLE, STE 500 CHICAGO, IL 60603 Eli Williamson -</p> |
| <p>3) Vendor # 36033 BLACK STAR PROJECT, THE 3509 S. KING DRIVE., STE 2B CHICAGO, IL 60653 Phillip Jackson 773-285-9600</p> | <p>8) Vendor # 96855 NEHEMIAH RESTORATION COALITION 211 EAST 115TH STREET CHICAGO, IL 60628 Valerie Love Parker -</p> |
| <p>4) Vendor # 36635 CLARETIAN ASSOCIATES, INC 9108 S. BRANDON AVENUE CHICAGO, IL 60617 Angela Hurlock 773-734-9181</p> | <p>9) Vendor # 24429 PROLOGUE, INC. 1135 NORTH CLEAVER CHICAGO, IL 60642 Nancy B. Jackson -</p> |
| <p>5) Vendor # 16973 HABILITATIVE SYSTEMS INC M 415 S. KILPATRICK CHICAGO, IL 60644 Karen Barbee-Dixon 773-261-2252</p> | <p>10) Vendor # 39823 INNER CITY YOUTH DEVELOPMENT, INC 2559 W. 79TH STREET, SUITE 105 CHICAGO, IL 60652 Robin Aikens -</p> |

Vice President Ruiz abstained on Board Report 11-0727-PR20.

11-0727-PR21

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SCHOOL COMMUNITY WATCH SERVICES PHASE II FOR DESIGNATED NEIGHBORHOODS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with various vendors to provide school community watch services (Phase II) to the Office of School Safety and Security at a total cost for the option period not to exceed \$3,446,685 in the aggregate. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250035

Contract Administrator : Holloway, Mr. Craig A / 773-553-2903

USER INFORMATION :

Contact: 10610 - Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603
Bryant, Mr. Vaughn Derrick
773-553-1167

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 10-0825-PR15) in the amount of \$3,700,000 are for a term commencing upon date of execution and ending July 31, 2011 with the Board having 1 option to renew for a 1 year term. Vendors were selected on a competitive basis pursuant to a request for proposal (Specification #10-250035).

OPTION PERIOD:

The term of each agreement is being extended for 1 year commencing August 1, 2011 and ending July 31, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS high school students both inside and outside the school. In response to data-based research and community discussions, the Board is executing a safety and security strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and
2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance.

To achieve these goals, the Board has outlined the following three initiatives.

1. Mentorship and advocacy for high school students at risk of engaging in or becoming victims of aggressive behavior, truancy, suspension, and expulsion;
 2. Development of a safe school environment that contributes to a student excelling academically; and
 3. Creation of safe passages to provide safe arrival and dismissal times.
- I. Community Watchers: Vendors will deploy community watch staff (Community Watchers or Watchers) throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal. Such supervision will vary depending on the individual school's arrival and dismissal times.
- II. Outreach Management Services: At the direction of the Board, vendors shall provide outreach services for students with five (5) or more unexcused absences. The outreach services will include administering assessments to discover the circumstances that led to the students' absences and communicating such assessments to the appropriate bodies.

DELIVERABLES:

Community Watchers duties shall consist of 1) Reporting to daily assigned post(s) to assist students in traveling to and from school grounds; 2) Monitoring designated hot spots for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and reporting any known or potential conflicts to the CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly electronic report which will include the number; and description; of incidents, responses to incidents, a list and description of troubled building, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

OUTCOMES:

Vendors' services will result in 1) increased attendance, 2) decreased violent incidents involving CPS students, and 3) increase student perception of safety traveling to and from school.

COMPENSATION:

Vendors shall be paid as specified in their agreement; total compensation to all vendors shall not exceed \$3,446,685.00 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize: Chief Executive Officer or the School Safety and Security Officer; to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

The goals for this agreement are 40% total MBE and 10% WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of School Safety and Security

Source of Funds: Title I Federal Grant and General Education

Budget Classification:

10615.332.54125.254605.430126 - \$3,008,016

10615.115.54125.254605.000000 - \$438,669

Charge to: Office of Student Support and Engagement

Source of Funds: U.S. Department of Education Grant (PASS - Pathways to Student Success)

Budget Classification:

13772.324.54125.221021.511240 - \$125,000

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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| <p>1) Vendor # 37537 ALLIANCE FOR COMMUNITY PEACE 509 W. ELM STREET CHICAGO, IL 60610 Walter B. Johnson 312-943-8530</p> | <p>6) Vendor # 29032 NEW HOPE COMMUNITY SERVICE 2559 WEST 79TH STREET CHICAGO, IL 60652 Brenda Golden 773-737-9555</p> |
| <p>2) Vendor # 22146 BLACK UNITED FUND OF ILLINOIS 1809 E. 71ST STREET CHICAGO, IL 60649 Henry English 773-324-0494</p> | <p>7) Vendor # 67932 RICHARD WOOTEN & ASSOCIATES, INC 547 EAST 75TH STREET CHICAGO, IL 60619 Richard Wooten -</p> |
| <p>3) Vendor # 39142 BRIGHTON PARK NEIGHBORHOOD COUNCIL 4477 S. ARCHER AVE. CHICAGO, IL 60632 Patrick Bronson 773-523-7110</p> | <p>8) Vendor # 68496 TARGET AREA DEVCORP 1542 WEST 79TH CHICAGO, IL 60620 Autry Phillips 773-651-6470</p> |
| <p>4) Vendor # 45510 ENLACE CHICAGO 2756 S. HARDING AVE CHICAGO, IL 60623 Michael Rodriguez 773-542-9233</p> | <p>9) Vendor # 20228 WESTSIDE HEALTH AUTHORITY 5417 WEST DIVISION STREET CHICAGO, IL 60651 Jackie Reed 773-378-1878</p> |
| <p>5) Vendor # 16973 HABILITATIVE SYSTEMS INC M 415 S. KILPATRICK CHICAGO, IL 60644 Karen Barbee-Dixon 773-261-2252</p> | <p>10) Vendor # 98683 WESTSIDE MINISTERS' CONFERENCE 325 SOUTH CALIFORNIA AVE CHICAGO, IL 60612 George Henderson 773-265-1746</p> |

11-0727-PR22

APPROVE EXERCISING THE FIRST AND SECOND OPTIONS TO RENEW THE AGREEMENTS WITH VARIOUS ORGANIZATIONS TO PROVIDE STUDENT MENTORSHIP AND ADVOCACY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first and second options to renew the agreements with various organizations to provide student mentorship and advocacy services to the Office of School Safety and Security at a total cost for the option periods not to exceed \$3,000,000.00 in the aggregate. The Organizations were selected on a competitive basis pursuant to Board Rule 7-2. Written documents exercising these options are currently being negotiated. No payment shall be made to any Organization during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Organization in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

Specification Number : 10-250000

Contract Administrator : Holloway, Mr. Craig A / 773-553-2280

USER INFORMATION :

Contact:
10610 - Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603

Harden, Mr. Sean Bryan

773-553-3030

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 10-0623-PR39) in the amount of \$10,000,000 are for a term commencing upon the date of execution of the written agreement and ending on August 1, 2011. The Board has 2 options to renew each agreement for periods of 6 months each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being extended for 12 months commencing on August 2, 2011 and end on August 1, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Organizations will continue to provide student mentorship and advocacy services for high school students at risk of dropping out of high school in efforts to increase CPS graduation rate, engaging in or becoming victims of aggressive behavior, truancy suspension and expulsion.

The Organizations will continue to provide:

- a. An advocate for the student to contact 24 hour a day
- b. Act as a liaison and advocate between the student and the school, community and juvenile justice system;
- c. Assist in any factors that may be contributing to the students' low engagement and lack of success in their education such as academic concerns, gang activity, substance abuse, and economic hardships.
- d. Identify and place the student in constructive after-school and weekend programming, which may include job placement.

Student shall not participate in a mentorship and advocacy service without parental or guardian consent

DELIVERABLES:

Organizations will continue to provide weekly status reports detailing the number of assigned students that have been located, the number of assigned students with properly signed consent forms, and the number of students assigned a mentor and currently receiving services.

Organizations will continue to meet with each student and their family to create an initial assessment of the student and develop an individualized student plan for the term period.

Organizations will continue to meet with each student's school principal and/or other school officials on a weekly basis to monitor:

- Each student's school attendance and assist the school in improving that attendance;
- Each student's in-school behavior and assist the school in reducing the need for disciplinary action.
- Each student's academic performance and assist the student in improving that performance, and,
- Each student's out-of-school behavior and assist the student in reducing and eliminating any violent behavior.

Organizations will continue to provide weekly electronic report detailing the status of each student. The report will include, but is not limited to: the amount and nature of the mentor's engagement, the student's school performance (e.g attendance, grading, discipline and teacher or principal comments), the student's involvement and participation in after-school activities or employment, and current information regarding any family hardships.

OUTCOMES:

Organizations' outcomes shall result in one or more of the following:

1. An increase in the amount of students graduating from high school;
2. Improved student attendance;
3. A decrease in behavioral problems and serious misconduct violations;
4. A decrease in criminal activity;
5. Reduced number of expulsions and out of school suspensions;
6. Improved student academic development and performance;
7. Increased involvement in extra-curricular activities; or
8. Increased parental involvement and participation.

Organizations will adhere to guidelines set forth by the Performance Management process to ensure proper monitoring and accountability.

COMPENSATION:

Vendors shall be paid upon invoicing after services have been performed as specified in their respective agreement. The total compensation to all vendors shall not exceed \$3,000,000.00 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Executive Officer and to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

The goals for this agreement are 40% total MBE and 15% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge the Office of School Safety and Security \$3,000,000.00

Fiscal Year FY 2012

Budget Classification: 10615.332.54125.212017.430126

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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| <p>1) Vendor # 27716 GADS HILL CENTER 125 S CLARK STREET CHICAGO, IL 60603 Barbara Castellan 312 226-0963</p> | <p>5) Vendor # 13726 WOODLAWN ORGANIZATION 6040 S HARPER CHICAGO, IL 60637 Georgette Greenlee Finney 773 288-5840</p> |
| <p>2) Vendor # 39326 NEW LIFE FAMILY SERVICES 2704 WEST NORTH AVE. CHICAGO, IL 60647 Wilfredo De Jesus 773 384-7113</p> | <p>6) Vendor # 21152 A KNOCK AT MIDNIGHT 400 W. 76TH STREET , STE 206 CHICAGO, IL 60620 Minister Johnny Banks Sr 773 488-2960</p> |
| <p>3) Vendor # 96850 PHALANX FAMILY SERVICES 10325 SOUTH HALSTED STREET CHICAGO, IL 60628 Tina Sanders 773 261-5600</p> | <p>7) Vendor # 37537 ALLIANCE FOR COMMUNITY PEACE 509 W. ELM STREET CHICAGO, IL 60610 Rev. Dr. Walter Johnson 312 943-8530</p> |
| <p>4) Vendor # 34171 SGA YOUTH & FAMILY SERVICES 11 E ADAMS, #15 CHICAGO, IL 60603 Martha Guerrero 312 447-4364</p> | <p>8) Vendor # 46955 ASPIRA INC. OF ILLINOIS 125 S CLARK CHICAGO, IL 60603 Jose E. Rodriguez 773 252-0970</p> |

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| <p>9)</p> <p>Vendor # 36033</p> <p>BLACK STAR PROJECT, THE</p> <p>3509 S. KING DRIVE., STE 2B</p> <p>CHICAGO, IL 60653</p> <p>Kirsten Rokke</p> <p>773 285-9600</p> | <p>13)</p> <p>Vendor # 12392</p> <p>UHLICH CHILDREN'S ADVANTAGE NETWORK</p> <p>3737 N. MOZART</p> <p>CHICAGO, IL 60618</p> <p>Zach Schrantz</p> <p>312 669-8200</p> |
| <p>10)</p> <p>Vendor # 96849</p> <p>CENTER FOR NEIGHBORHOOD ENTERPRISE</p> <p>1625 K STREET NW STE 1200</p> <p>WASHINGTON, DC 20006</p> <p>Kwame Johnson</p> <p>202 518-6500</p> | |
| <p>11)</p> <p>Vendor # 13156</p> <p>CHICAGO YOUTH CENTERS 1</p> <p>218 SOUTH WABASH AVE</p> <p>CHICAGO, IL 60604</p> <p>J. Harry Wells</p> <p>312 787-8748</p> | |
| <p>12)</p> <p>Vendor # 45510</p> <p>ENLACE CHICAGO</p> <p>2756 S. HARDING AVE</p> <p>CHICAGO, IL 60623</p> <p>Michael Rodriguez</p> <p>773 542-9233</p> | |

11-0727-PR23

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH CHILDREN'S MEMORIAL HOSPITAL AND UMOJA STUDENT DEVELOPMENT CORP TO PROVIDE STAFF DEVELOPMENT AND STUDENT SUPPORT FOR THE OFFICE OF SCHOOL IMPROVEMENT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

Approve exercising the first option to renew the agreements with Children's Memorial Hospital and Umoja Student Development Corp. for staff development and student support services and support for the Office of School Improvement at a total cost for the option period not to exceed \$130,000.00 in the aggregate for all vendors.

Written renewal agreements are currently being negotiated. No payments shall be made any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDORS:

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| <p>1) Vendor # 40737 Children's Memorial Hospital 2300 Children's Plaza, No. 10 Chicago, IL 60614 Colleen Cicchetti, PhD 773-880-4000 Cost: \$40,000.00</p> | <p>2.) Vendor # 24684 Umoja Student Development Corp 2935 W. Polk Chicago, IL 60612 Lila Leff, Chief Development Officer 773-534-8877 Cost: \$90,000.00</p> |
|---|---|

USER:

Office of School Improvement
 125 S. Clark, 9th Floor
 Chicago, IL 60603
 Randel Josserand, Director
 773-535-1357

ORIGINAL AGREEMENT: The original agreements (authorized by Board Report # 11-0323-PR20) in the amount of \$290,000.00 are for a term commencing September 1, 2010 and ending August 31, 2011, with the Board having 2 options to renew/extend for 1 year terms. The original agreements were awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer.

OPTION PERIOD: The term of each agreement is being extended for 1 year commencing September 1, 2011 and ending August 31, 2012.

OPTION PERIODS REMAINING: There is 1 option period for 1 year remaining.

SCOPE OF SERVICES: Vendors will continue to provide:

Children's Memorial Hospital (CMH) will provide training and ongoing technical assistance to the Care Teams at each school. One CMH representative (psychologist or social worker) is assigned to each of our high schools. They will provide ongoing support to the clinicians regarding the implementation of these targeted interventions. They also work closely with the Care Team Leader at each school to ensure that the Care Team intake/triage process is efficient and that students in Care Team interventions are tracked for progress. CMH assists the Care Team Leader with analyzing data regarding effectiveness of the interventions. The CMH team provides training and technical assistance to the Care Team members so that they are effective at the "clinical" role they serve in the pod. CMH also assists with school-wide trainings related to topics including: effectively working with students exposed to trauma; self-care for staff who experience stress from serving our high needs population; using some of the techniques from the anger management or trauma interventions in regular practices.

Umoja is a non-profit student development corporation that helps schools build a positive culture and climate and create strong, highly engaging connections between students and adults. Umoja's primary interface with our schools is through our Advisory program. The advisory program is similar to a "homeroom" with a more focused purpose and curriculum. Advisory meets 4 days per week for about 17 minutes and once a week for 45 minutes. There is one Umoja representative assigned to each of our high schools. The Umoja representative at each school works closely with their respective schools' Advisory Team (dubbed A-Team). Umoja and the A-Team design and tailor Advisory curriculum to the needs of the school. Umoja representative provide training and technical assistance on the delivery of Advisory lessons, school-wide training related to: Advisory programming and building strong connections with students, etc. Umoja works with the administration and A-Teams to identify ways to infuse and integrate the relationship-building work/techniques of Advisory into the school environment.

DELIVERABLES: Vendors will continue to provide:

Children's Memorial Hospital:

- Care Team training in Think First, Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
- Weekly technical assistance and consultation support to Care Teams
- production of Care Team manuals and Care Team policies/procedures
- data analysis on the effectiveness of interventions and the students served in the interventions
- participation in Area 29 mandated meetings, workshops, and trainings

Umoja:

- Advisory curriculum, differentiated by grade level (as requested) for Extended Advisory Day programming for the entire school year
- Advisory curriculum for Advisory Daily Short Check-Ins for the entire school year
- Qualitative and quantitative assessments of Advisory implementation
- professional development training to Advisors and/or all teachers and staff
- participation in Area 29 mandated meetings, workshops, and trainings

OUTCOMES: Vendors' services will result in the following:

CMH:

- reduction in symptoms of trauma for students served in CBITS
- improvement in anger management skills for students served in Think First
- improvement in clinical health of students served in Tier II and Tier III services
- increase in quantity of appropriate Care Team referrals generated from grade level pod processes
- increase in Tier I supports provided by Care Team members to colleagues in grade level pod process
- increase in attendance and grades for students served in Tier II and Tier III interventions
- reduction in serious misconducts for students served in Tier II and Tier III interventions

Umoja:

- increase in student attendance in Advisory periods
- increase in rates of Advisory implementation by Advisors
- increase in percentage of students reporting a safe and warm school climate
- increase in percentage of students identifying Advisor as consistent caring source of support
- increase in freshman-on-track and post-secondary metrics
- minimum number of students at each school receiving a Pass grade for Advisory

COMPENSATION: Vendors shall be paid upon invoicing as set forth in their renewal agreement. total compensation shall not exceed \$130,000.00 in the aggregate.

REIMBURSABLE EXPENSES: None

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreements. Authorize the President and Secretary to execute the renewal agreements. Authorize the Acting Officer of Office of School Improvement to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the 2007 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the providers operate as Not-for-Profit organizations.

LSC REVIEW: Local school Council approval is not applicable to this report.

FINANCIAL: Expenditures required by this report for Fiscal Years 2012 - 2013.

Charge to various school budgets/ Office of School Turnaround: **\$130,000.00**
\$40,000.00 FY12 – C M H
\$90,000.00 FY12 - Umoja

| | |
|------------------------|---------------------------------------|
| Fiscal Years: | 2012 – 2013 |
| Budget Classification: | 13745 – 367 – xxxxx – xxxxxx – 433931 |
| | 46261 – 367 – xxxxx – xxxxxx – 433951 |
| | 47041 – 367 – xxxxx – xxxxxx – 433921 |
| | 46151 – 367 – xxxxx – xxxxxx – 433994 |
| | 46111 – 367 – xxxxx – xxxxxx – 433911 |

| | |
|------------------|--------------------------|
| Source of Funds: | School Improvement Grant |
|------------------|--------------------------|

CFDA #: Not Applicable

GENERAL CONDITIONS:

Inspector General - each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – the agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – the agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 11-0727-PR23.

11-0727-PR24

**APPROVE ENTERING INTO AN AGREEMENT WITH DANIEL A. MCDONELL DBA COLLEGE
BOARDS REVIEW TO PROVIDE CURRICULUM ALIGNMENT AND TEACHER INSTRUCTIONAL
DEVELOPMENT SERVICES FOR PROBATIONARY HIGH SCHOOLS FOR THE OFFICE OF SCHOOL
IMPROVEMENT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an agreement with Daniel A. McDonell DBA College Boards Review to provide student and teacher services, professional development and training for three high schools (Juarez, Julian, and Kelyvn Park) and participating in the transformation reform model through an FY12 School Improvement Grant approved by ISBE, at a cost not to exceed \$706,800 for FY12-14. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement is currently being negotiated. No products or services shall be provided and no payment shall be made to vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator: Opal Walls 773-553-2648

NAME OF USER GROUPS:

Office of School Improvement/ Area 29
125 S Clark Street, 9th FL
Chicago, IL 60603

Contact: Donald Fraynd, School Improvement Officer
Phone: 773.553.2336

VENDOR:

- 1) Vendor # 14157
Daniel A. McDonell DBA College Boards Review
6556 N. Ponchartrain Blvd.
Chicago, IL. 60646
Dan McDonell
d.mcdonell@comcast.net
773-467-4474

TERM:

The term of this agreement shall commence on the date executed and end June 30, 2014. The Board shall have the right to renew the agreement for 2 additional periods of one (1) year each.

SCOPE OF SERVICES: Vendor shall provide:

A. Professional Development for the staffs of the three schools both prior to the beginning of the school year and during the school year on scheduled professional development days.

During half-day or full-day sessions, Vendor will provide workshops in:

- Understanding the relationship between the College Readiness Standards (CRS), the EPAS program, the PSAT exam and classroom instruction.
- Creating an all-school writing program to deliver EPAS Writing and English skills.
- Creating an all-school reading program to deliver EPAS and Workkeys reading skills and to facilitate the critical thinking skills that these exams demand.

- Understanding the Alignment Model as it offers a school opportunities to rethink its curriculum and the place of skills instruction in that curriculum.
- Understanding the design and use of the interim exams to monitor classroom progress.

B. On-site support for the faculties of the three schools.

During weekly visits to the three schools, vendor will be available to move between departments to provide any or all of the following:

- A resource in their work to align their curriculum to the CRS and the EPAS/Workkeys Programs
- Assistance in the evaluation of interim results and the design of re-teaching efforts
- A resource for the design of classroom lessons for CRS skills acquisition
- Observation of efforts at skills instruction and feedback on lesson delivery
- A resource for course-alike teams or class-level teams as they plan for skills instruction

C. Assistance in developing in-house test prep programs at all three schools.

Working with selected members of the staff of each school, vendor will help to plan, design, and implement an in-house test prep program for students. Vendor will provide the training of the staffs and upon Board request provide the student materials necessary for the class. Additionally, vendor will (through GAINS) provide the scoring of practice ACT exams and the data analysis of student performance to monitor progress in the programs.

D. Providing materials to support the work of the teachers as they seek to deliver the EPAS and Workkeys skills in their classrooms.

Vendor will provide materials including exercises and templates for EPAS skills delivery of the five major areas of the exam: English, Writing, Mathematics, Reading (usually through the Social Studies program) and Scientific Reasoning. Additionally, vendor will provide the staff with access to retired ACT, PLAN and EXPLORE exams for use in their classroom.

DELIVERABLES:

Vendor shall:

- Help teachers to understand the relationship between the College Readiness Standards (CRS), the EPAS program, the PSAT exam and classroom instruction
- Expose teachers to the Alignment Project and help them to see which components of it they can readily embrace to aid in curriculum improvement.
- Design and develop interim exams to assess and track student progress towards skills acquisition and guide teachers in using interims to improve their students' skills mastery
- Develop cross-curricular programs within schools to address the acquisition of language arts skills, in particular reading and writing skills.
- Help schools to develop a culture that values test performance and strives to maximize their students' ability to perform on the EPAS and Workkeys Programs.

OUTCOMES:

Vendor's services will result in:

- Improved instructional environment
 - Increased teacher capacity to implement advanced behavior management systems
 - Increased teacher capacity to implement effective, aligned and relevant curricula.
- Improved instructional practices to ensure quality delivery of services

COMPENSATION:

Vendor shall be paid as set forth in the agreement; total compensation shall not exceed \$706,800 during the term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Officer of Office of School Improvement to execute all ancillary documents required to administer or effectuate the agreement.

AFFIRMATIVE ACTION:

This agreement has been deemed exempt from MBE/WBE review by the Office of Business Diversity, as it is deemed a sole source award being funded through grant dollars which stipulates that this specific vendor be used.

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL: Expenditures required by this report for Fiscal Year 2012.

Charge to school budget/ Office of School Turnaround: **\$235,600**
 Budget Classification: 46421 – 367 – xxxxx – xxxxxx – 434002
 46401 – 367 – xxxxx – xxxxxx – 434003
 46191 – 367 – xxxxx – xxxxxx – 434004
 13745 – 367 – xxxxx – xxxxxx – 434009

Source of Funds: School Improvement Grant

CFDA #: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR25

APPROVE ENTERING INTO AGREEMENTS WITH ISBE-APPROVED LEAD PARTNERS FOR SCHOOL MANAGEMENT, STAFF AND STUDENT SUPPORT INTERVENTIONS AND SERVICES FOR OFFICE OF SCHOOL IMPROVEMENT PROBATIONARY HIGH SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with the University of Chicago/Network for College Success and America's Choice ("Lead Partner(s)"/"Vendor(s)") to manage the implementation of the FY12 ISBE School Improvement Grant awards (FY 12-14) at three CPS Probationary High Schools, under the management of the Office of School Improvement, at a cost not to exceed \$5,372,154.00 for FY12-14. Network for College Success was chosen to be Hancock and Wells' lead partner for grant implementation; America's Choice was chosen to serve as lead partner for Richards high school. Vendors were selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. Written agreements are currently being negotiated. No products or services shall be provided and no payment shall be made to any vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to these agreements is stated below.

Contract Administrator: Opal Walls 773-553-2648

NAME OF USER GROUPS:

Office of School Improvement/ Area 29
 125 S Clark Street, 9th FL
 Chicago, IL 60603

Contact: Donald Fraynd, School Improvement Officer
 Phone: 773.553.2336

VENDORS:

- 1) Vendor #92035
 America's Choice
 1919 M Street, NW, Suite 310
 Washington, DC 20036
 Ann Borthwick
aborthwick@americaschoice.org
 202-783-3668

2) Vendor #33123
University of Chicago
Network for College Success
969 East 60th Street
Chicago, IL 60637
Rito Martinez
rmartinez1@uchicago.edu
773-702-1250

TERM:

The term of each agreement shall commence on the date executed and end June 30, 2014. The Board shall have the right to renew each agreement for 2 additional periods of one (1) year each.

SCOPE OF SERVICES: Vendor shall:

- Participate in staff recruitment and make recommendations to the principal regarding selection of staff at Hancock, Wells and Richards
- Manage successful implementation of curriculum development support, student development and operations support
- Provide principals with assistance and support to implement data-informed instruction, utilizing interim assessments, learning first and local assessments, to inform pedagogy and professional development
- Provide principals with assistance and support to implement various extended day activities for students, secure and manage staff to support these activities
- Assist principals in providing parental involvement initiatives; secure and manage staff to support the initiatives
- Provide full time project manager, half-time data coach and half-time data analyst to manage grant implementation plan
- Implement weekly management meetings with the District and schools to monitor progress, manage risks and resolve issues
- Assist the District (Lead Education Agency), school and Local School Councils to annually develop and implement a School Improvement Plan

DELIVERABLES:

On a quarterly basis, Lead Partners will provide reports to the Office of School Improvement regarding the implementation of school turnaround measures and school progress. In addition, Lead Partners will provide

1) Staff Development, Training, and Tools, including:

- Create school-wide systems of preparation, organization, instructional and behavioral techniques and tools that promote consistent expectations and practices throughout the school building.
- Provide leadership training, coaching and change management: instruction, training and/or development programs that equip school leaders to lead a school-wide change initiative; engage staff and enact organizational systems and practices to achieve results
- Provide student social and emotional supports
- Secure software to support data analysis for improved outcomes in teaching/learning and culture/climate
- Secure equipment to support use of needed software

2) Student Supports, including:

- Create systems to monitor student attendance, percent of freshmen on-track to graduate, and graduation rate
- Improve academic rigor and student academic performance
- Implement a virtual curriculum to support student credit recovery and acceleration
- Secure software to support students significantly behind in Reading, English Language Arts and Mathematics
- Secure equipment to support use of needed software

Lead Partners will provide timely electronic reports and records of services performed as directed by the Board. If the Board so requests, each Lead Partner will furnish evidence that the Lead Partner is seeking other funding to continue to provide such services to the Board.

OUTCOMES:

Vendors' services will result in:

- Improved instructional environment
 - Increased teacher capacity to implement advanced behavior management systems
 - Increased teacher capacity to implement effective, aligned and relevant curricula; improved instructional practices to ensure quality delivery of services.

- Increased capacity of school's leadership team to implement reform strategies with fidelity and consistency
- Improved efficiency, function and coordination of school operations
- Improved network of social emotional supports for all students, with particular focus on students requiring Tier II and III supports
- Decrease in suspension rates for serious misconducts; decrease in serious misconducts
- Increased social/emotional competencies that relate to academic performance
- Improved PSAT performance as a result of improved student academic development
- Improved student attendance
- Improved graduation rate and on-track status of all students
- Increased student and faculty satisfaction, measured through an annual culture and climate survey

COMPENSATION:

Lead Partners shall be paid upon invoicing as set forth in the agreements. Total compensation to both Lead Partners for the term shall not exceed \$5,372,154.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Officer of Office of school Improvement to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

This agreement has been deemed exempt from MBE/WBE review by the Office of Business Diversity; as it is deemed a sole source award being funded through grant dollars which stipulates that this specific vendor be used.

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL: Expenditures required by this report for Fiscal Year 2012

Charge to school budgets/ Office of School Turnaround. **\$1,790,718**

America's Choice: \$422,500 Richards

Budget Classification: 53051 – 367 – xxxxx – xxxxxx – 434006
53121 – 367 – xxxxx – xxxxxx – 434007
13745 – 367 – xxxxx – xxxxxx – 434009

Network for College Success: \$1,368,218 (Hancock \$740,264/Wells \$627,954)

Budget Classification: 51071 – 367 – xxxxx – xxxxxx – 434008
46021 – 367 – xxxxx – xxxxxx – 434001
13745 – 367 – xxxxx – xxxxxx – 434009

Source of Funds: School Improvement Grant

CFDA #: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

Vice President Ruiz abstained on Board Report 11-0727-PR25.

11-0727-PR26

**AMEND BOARD REPORT 10-1215-PR14
AMEND BOARD REPORT 10-0224-PR17
APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS CONSULTANTS FOR NURSING
SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION.

Approve entering into an agreement with various Consultants to provide nursing services to the Office of Special Education and Supports at a cost not to exceed ~~\$4,044,511.00~~ **\$7,132,478.44** in the aggregate. Consultants were selected on a competitive basis pursuant to Board Rule 7-2 (Specification Number 09-250046). A written agreement for each Consultant's services is currently being negotiated. No services shall be provided by any Consultant and no payment shall be made to any Consultant prior to the execution of such Consultant's written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event a written agreement for such Consultant is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This amended Board Report is necessary to: i) add the FY 2011 budget classification; ii) correct the not to exceed amount and increase the cost from \$2,000,000.00 to \$4,044,511.00; iii) correct inconsistent language in the compensation section; iv) update office name; and, v) correct typographical errors. No amendments to the agreements are required.

This July 2011 amendment is necessary to ratify payments made to three vendors from funds authorized under this Board Report in the total amount of \$974,174.00 for invoices submitted for services rendered for the period December 19, 2009 through March 31, 2010. The amount paid to each vendor is as follows: Maxim Healthcare Services: \$742,961.00; ATC Healthcare Services, Inc.: \$207,213.00; and Brightstar Community Outreach (Vendor #10869): \$24,000.00. This amendment is also necessary to add the FY 2012 budget classification and increase the maximum aggregate compensation amount under the contracts authorized herein by \$2,044,511.00. This increase is due to the need for additional nursing services as a result of CPS nurse vacancies to cover the guidelines of the Board's new allergy policy (Food Allergy Management Policy, Board Report: 11-0128-PO2). Agency nurses will also continue to provide direct nursing services of students with IEPs and 504s. The total amount of authorized payments hereunder shall not exceed the amount of \$7,132,478.44, which amount is inclusive of the ratification amount. No amendments to the agreements are required.

Specification Number : 09-250046

Contract Administrator : Escareno, Miss Masocorro / 773-553-2250

USER INFORMATION :

Contact: 11610 - Office of Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603
Smith, Mr. Richard Gray
773-553-1800

TERM:

The term of each agreement shall commence on April 1, 2010 and shall end March 31, 2012. Each agreement shall have two (2) options to extend for periods of two (2) years each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

Consultants will have Licensed Practical Nurses ("LPN"), Certified School Nurse ("CSN"), and Health Service Nurses ("HSN") provide nursing and related services to Board-assigned CPS students with disabilities ages 3-21 in accordance with the assigned students' Individualized Education Programs ("IEP") and 504 Education Plans. Such nursing services may be provided individually or in groups when the students are (i) attending school and/or (ii) traveling to or from school using transportation provided by the Board, or ambulating.

These nursing services include but are not limited to the following: 1. Gastrostomy tube feeding 2. Tracheostomy care 3. Ventilator care 4. Medication through a nebulizer and other routes as indicated 5. Assistance with range of motion and ambulation 6. Administration of medication 7. Special care for diabetics and students with epilepsy or asthma 8. Care for students with other major medical conditions 9. Urinary and bowel care.

DELIVERABLES:

Consultants will have their data entry personnel provide some of the nursing related services and will follow the applicable rules and regulations for uploading Medicaid reimbursable services.

OUTCOMES:

Consultants' services will improve the quality of student care, resulting in increased school attendance and improved academic performance for these students.

COMPENSATION:

Consultant shall render services at the specific rates identified in their respective agreements, total compensation to all Consultants under the agreements shall not exceed ~~\$4,044,511.00~~ \$6,158,304.44 in the aggregate for the initial term; total compensation payable under this Board Report shall not exceed \$7,132,478.44, which amount is inclusive of the ratification amount.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract Goal method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this agreement will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis and will adhere to the required goals of 30% MBE and 7% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Special Education and Supports ~~\$4,044,511~~ \$7,132,478.44

| | |
|---|-----------------------|
| 11675-115-54125-213006-000000-2010 | \$2,000,000.00 |
| <u>11675-115-54125-213006-000000-2011</u> | <u>\$3,087,967.44</u> |
| <u>11675-115-54125-213006-000000-2012</u> | <u>\$2,044,511.00</u> |

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

1)

Vendor # 98764
SHC SERVICES, INC DBA SUPPLEMENTAL
HEALTH CARE
222 SOUTH RIVERSIDE PLAZA., STE 830
CHICAGO, IL 60606
Catina Kristofik and Stephen Ure
312-416-3843

- 2)
Vendor # 22122
MAXIM HEALTHCARE SERVICES, INC DBA
MAXIM STAFFING SOLUTIONS
1011 LAKE STREET, STE 308
OAK PARK, IL 60301
Rick Ferrer and Sam Harris
708-358-9210
- 3)
Vendor # 96137
GAREDA DIVERSIFIED BUSINESS
SERVICES, INC
1431 HUNTINGTON DRIVE
CALUMET CITY, IL 60409
Gwen C. Duncan-James
708-868-1300
- 4)
Vendor # 91538
ATC HEALTHCARE SERVICES, INC
7250 COLLEGE DR., 1N E
PALOS HEIGHTS, IL 60463
Jerry R. Bishop and Cindy Weiner
864-675-9151
- 5)
Vendor # 96136
FAVORITE HEALTHCARE STAFFING, INC
7255 WEST 98TH TERRACE, BUILDING 5,
STE 150
OVERLAND PARK, KS 66212
Ken LaOrden
800-676-3456

11-0727-PR27

AMEND BOARD REPORT 11-0525-PR31
AMEND BOARD REPORT 10-0825-PR18
AMEND BOARD REPORT 10-0324-PR18
AMEND BOARD REPORT 09-0422-PR23
AMEND BOARD REPORT 08-0602-PR55
AMEND BOARD REPORT 07-1114-PR20
AMEND BOARD REPORT 07-0627-PR42
AMEND BOARD REPORT 06-0823-PR21
AMEND BOARD REPORT 06-0125-PR21
AMEND BOARD REPORT 05-1221-PR21
AMEND BOARD REPORT 04-0526-PR52
AMEND BOARD REPORT 01-0328-PR41

**APPROVE THE PRE-QUALIFICATION STATUS OF LEAST RESTRICTIVE
ENVIRONMENT CONSULTANTS TO PROVIDE CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of consultants to provide least restrictive environment consulting services. Pursuant to the court supervised Settlement Agreement in the Corey H. case, consultants were selected through *Education Connection* request for qualifications ("RFQ") or they were selected by the Illinois State Board of Education ("ISBE"). A written Master Agreement for each new consultant and a written amendment for each current consultant are currently being negotiated. No services shall be provided by any new consultant and no payment shall be made to any new consultant prior to the execution of their written Master Agreement. The pre-qualification status approved herein for each new consultant shall automatically rescind in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report. Information pertinent to this Master Agreement is stated below

SPECIFICATION NO.: 01-250046

This amended Board Report is necessary to add twenty-nine newly selected consultants to the pre-qualified pool. A written Master Agreement for each newly added consultant is currently being negotiated. The pre-qualified status of these newly added consultants shall automatically rescind as to each consultant in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This amended Board Report also reflects the deletion of those consultants who failed to execute the Board's Master Agreement (rescinded pursuant to Board Report 02-0724-AR02) and the deletion of those consultants who have voluntarily withdrawn from the pre-qualified pool and/or have been terminated for cause.

This second amended Board Report is necessary to extend the term of this pre-qualification pool and each Master Agreement because the Northern District of Illinois has extended the Illinois State Board of Education's Settlement Agreement in the Corey H. case through June 30, 2010 and the schools will be required to continue using the services of the LRE consultants through that date. Written amendments to the Master Agreements are required.

This second amended Board Report is also necessary to add sixteen newly selected consultants to the pre-qualified pool. A written Master Agreement for each newly added consultant is currently being negotiated. The pre-qualified status of these newly added consultants shall automatically rescind as to each consultant in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This second amended Board Report also reflects the deletion of those consultants who failed to execute the Board's Master Agreement (rescinded pursuant to Board Report 02-0724-AR02); and the deletion of those consultants who have voluntarily withdrawn from the pre-qualified pool and/or have been terminated for cause.

This third amended Board Report is necessary to i) specify the start date of the new Master Agreements; ii) to authorize the execution of the amendments; and iii) to add a new consultant to the pre-qualified pool.

This fourth amended Board Report is necessary i) to specify the start date of the new Master Agreements; ii) to authorize the execution of each new consultants' Master Agreement; iii) to add seven (7) new consultants to the pre-qualified pool; iv) to delete the following: eleven (11) consultants that have not responded to written requests to apply for a Chicago Public Schools vendor code, one consultant who cannot participate because she is a Chicago Public Schools employee (rescinded per Board Report 06-0524-AR1), and five (5) consultants that do not want to participate in the pre-qualified pool; v) to designate whether a consultant responded to the RFQ or was only referred by the ISBE; vi) to reflect changes in the Use of the Pool, and vii) to update contact information.

This fifth amended Board Report is necessary to do the following: add 9 newly selected consultants to the pre-qualified pool, delete 2 consultants from the pre-qualified pool, update contact information for 8 existing consultants, and indicate the 3 consultants who were previously approved by ISBE are now approved for the Pool under the RFP. In addition, all existing Master Agreements must be amended to reflect a new termination date of September 1, 2010, as mandated by an Order entered by Judge Robert W. Gettleman on March 7, 2007 that extended the term of the Corey H. Settlement Agreement (Case No. 92 C 3409) until September 1, 2010. A written Master Agreement for each new consultant and Extension Agreements extending the term of the existing contracts to September 1, 2010 are currently being negotiated. The pre-qualified status of these new consultants shall automatically rescind as to each consultant in the event that such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This sixth amended Board Report is necessary to do the following: i) add 8 new consultants to the pre-qualified pool; ii) delete 19 consultants from the pre-qualified pool for a variety of reasons; iii) update contact information; iv) indicate that a consultant who was previously approved by ISBE is now approved for the Pool under the RFQ; v) correct some mis-statements and typographical errors in the previous amended board reports; and vi) change the financial provisions for fiscal years 2008, 2009 and 2010 to reflect appropriation at the school level. A written Master Agreement for each new consultant is currently being negotiated. No services shall be provided by any new consultant and no payment shall be made to any new consultant prior to the execution of such consultant's Master Agreement. The pre-qualified status of these new consultants shall automatically rescind as to each new consultant in the event that such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This sixth amendment also is necessary to reflect the assignment of the Master Agreement, as amended, by Beverly Y. Gatewood-Hall (#90), to BGH Educational Association, Incorporated. A written Assignment and Assumption Agreement for BGH Educational Association, Incorporated is being authorized pursuant to Board Report 07-1114-PR23; and no payment shall be made to them prior to the execution of that Assignment and Assumption Agreement. The pre-qualified status of BGH Educational Association, Incorporated shall automatically rescind in the event that they fail to execute the Assignment and Assumption Agreement within 120 days of the date of this amended Board Report.

This seventh amended Board Report is necessary to do the following: i) delete 5 consultants from the pre-qualified pool for a variety of reasons (#64, #113, #114, #119, and #125); ii) indicate that one consultant (#106) who is approved by ISBE is now approved for the pool under the RFQ; iii) update contact information for one consultant (#103); and iv) update the Financial Budget Classifications for fiscal years 2008, 2009 and 2010.

This eighth amended Board Report is necessary to do the following: i) delete 10 consultants from the pre-qualified pool for a variety of reasons (#10, #47, #57, #58, #61, #95, #97, #107, #115 and #120), and ii) update the Financial Budget Classifications for fiscal year 2009.

This ninth Board Report is necessary to do the following: i) delete 7 consultants from the pre-qualified pool for a variety of reasons (#52, #56, #82, #93, #96, #116, and #121) and ii) indicate that one consultant (#110) is approved by ISBE is now approved for the pool under RFQ.

This tenth amended Board Report is necessary to extend the term of the pre-qualification pool and each existing Master Agreement until June 30, 2011 or the date on which the court terminates the Corey H Settlement Agreement (Case No. 92 C 3409), whichever date occurs first. Written amendments to these Master Agreements will be required. This amended Board Report also is necessary to update the Financial Budget Classifications and amounts for fiscal year 2011 and update contact information for four consultants (#11, #24, #26, and #28).

This eleventh amended Board Report is necessary to extend the term of the pre-qualification pool and each existing Master Agreement until June 30, 2012 or the date on which the court terminates the Corey H Settlement Agreement (Case No. 92 C 3409), whichever date occurs first. Written amendments to these Master Agreements will be required. The amended Board Report is also necessary to update the Financial Budget Classifications and amounts for fiscal year 2012. The agreements for 12 consultants (#2, #24, #28, #38, #45, #48, #63, #77, #85, #98, #99, and #109) will not be extended.

This twelfth amended Board Report is necessary to extend the term of the pre-qualification pool and each Master Agreement until September 1, 2012, which the court has specified as the end date of the current extension period of the Corey H. Settlement Agreement (Case No. 92 C 3409). This amended Board Report is also necessary to reduce the maximum amount of compensation for FY 2012 due to the elimination of IDEEA funding from the Illinois State Board of Education.

NAMES OF CONSULTANTS: See attached Exhibit A. Additional consultants may be added pursuant to the terms of the Corey H. Settlement Agreement upon further approval by the Board.

TERM: The term of this pre-qualification pool and each Master Agreement authorized under Board Report 01-0328-PR41 shall be effective from April 1, 2001 to ~~June 30~~, September 1, 2012 or the date on which the court terminates the Corey H. Settlement Agreement (Case No. 92 C 3409), whichever date occurs first. The term of the Master Agreement for each new consultant authorized under an amended Board Report shall commence upon the date specified in the authorizing amended Board Report for that Master Agreement. Additionally, consultants may be added or deleted during the prequalification period based on performance evaluations and concurrence of the Corey H. Monitor. This pre-qualification period may be extended by the Board for such length of time as required by Court order.

SCOPE OF SERVICES: Consultants shall provide various educational services based on a scope of services developed on a case by case basis as outlined in each consultant's Master Agreement consistent with the description contained in this Board Report. The Master Agreement for each consultant will generally describe the scope of services and associated costs. These consultants shall provide technical support to staff and school community members in various areas relating to Least Restrictive Environment and will provide services that address the educational needs for CPS schools.

COMPENSATION: The projected sum of payments to each pre-qualified consultant who has signed a Master Agreement for the pre-qualification term shall not exceed \$54,000.00 in the aggregate per school per year. Additionally, no consultant shall be paid in excess of \$450.00 per day per school. Any consultant who fails to sign a Master Agreement will be providing services pursuant to a purchase order and cannot receive more than twenty-five thousand and 00/100 dollars (\$25,000.00) in the aggregate per school year from all schools using their services. Any consultant who has signed a Master Agreement but who has not signed an amendment for each extension period approved by an amended Board Report dated after the commencement date of such consultant's Master Agreement, will be providing services pursuant to a purchase order as of the effective date of the first unsigned amendment; and such consultant cannot receive more than twenty-five thousand and 00/100 dollars (\$25,000.00) in the aggregate per school year from all schools using their services during such extension period(s). The projected cost for this program during the entire term of the pre-qualification status is ~~\$36,743,578.05~~ \$34,213,578.05. The costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule.

USE OF THE POOL: The Office of Specialized Services and individual schools that are ISBE Continuous Improvement Program Schools may engage any consultant for the services for which they are pre-qualified under this Board Report. Only those pre-qualified consultants who respond to the RFQ, receive approval from the Corey H. Plaintiff's Attorney, and are listed in the most recent version of the *Education Connection. LRE Resource Catalog*, may provide services to an Education Connection School. With respect to the schools, the services being provided must be included in the school's LRE Plan as approved by the ISBE or by the Corey H. Monitor. The schools and the Office of Specialized Services will evidence such engagement by (i) issuing a services to a school or to the Office of Specialized Services under this Board Report until the purchase order has been issued and the corresponding statement of work has been fully executed.

EXISTING CONTRACTS: 20 of the original 55 consultants listed on Exhibit A were previously rendering like services to the Board pursuant to Board Reports 00-0726-PR29 and 00-0223-PR5. These consultants are identified on the attached list by an asterisk. Upon signing this Master Agreement, such consultant's existing agreement is automatically terminated.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Master Agreements and amendments. Authorize the President and Secretary to execute the Master Agreements and amendments and Extension Agreements. Authorize the Chief of Specialized Services to execute all ancillary documents required to administer or effectuate the Master Agreements and amendments and Extensions.

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL:

| | | |
|---|--------------------|------------------------------|
| Charge to: Office of Specialized Services | \$898,662.05 | Fiscal Year: 2001 |
| Budget Classification: | | |
| 0966-239-734-7727-5410 | \$454,955.00 | Source of Funds: IDEA Part B |
| Budget Classification: | | |
| 0966-220-484-7727-5410 | \$313,455.30 | Source of Funds: IDEA |
| 0966-220-466-7727-5410 | \$ 251.75 | Source of Funds: IDEA |
| 0966-220-485-7727-5990 | \$130,000.00 | Source of Funds: CHOICES |
| Charge to: Office of Specialized Services | \$877,511.00 | Fiscal Year: 2002 |
| Budget Classification: | | |
| 0966-239-680-7727-5410 | \$287,341.00 | Source of Funds: IDEA Part B |
| Budget Classification: | | |
| 0966-220-372-7727-5410 | \$460,140.00 | Source of Funds: IDEA |
| 0966-220-644-7727-5410 | \$130,000.00 | Source of Funds: CHOICES |
| Charge to: Office of Specialized Services | \$937,481.00 | Fiscal Year: 2003 |
| Budget Classification: | | |
| 0966-220-484-7727-5410 | \$287,341.00 | Source of Funds: IDEA |
| 0966-220-485-7727-5410 | \$130,000.00 | Source of Funds: IDEA |
| 0966-220-734-7727-5410 | \$460,140.00 | Source of Funds: IDEA |
| 0966-220-574-1607-5410 | \$ 60,000.00 | Source of Funds: IDEA |
| Charge to: Office of Specialized Services | \$937,481.00 | Fiscal Year: 2004 |
| Budget Classification: | | |
| 0966-220-484-7727-5410 | \$287,341.00 | Source of Funds: IDEA |
| 0966-220-485-7727-5410 | \$130,000.00 | Source of Funds: IDEA |
| 0966-220-734-7727-5410 | \$460,140.00 | Source of Funds: IDEA |
| 0966-220-574-1607-5410 | \$ 60,000.00 | Source of Funds: IDEA |
| Charge to: Office of Specialized Services | \$937,481.00 | Fiscal Year: 2005 |
| Budget Classification: | | |
| 0966-220-484-7727-5410 | \$287,341.00 | Source of Funds: IDEA |
| 0966-220-485-7727-5410 | \$130,000.00 | Source of Funds: IDEA |
| 0966-220-734-7727-5410 | \$460,140.00 | Source of Funds: IDEA |
| 0966-220-574-1607-5410 | \$ 60,000.00 | Source of Funds: IDEA |
| 0966-220-574-1607-5410 | \$ 60,000.00 | Source of Funds: IDEA |
| Charge to: Office of Specialized Services | \$937,481.00 | Fiscal Year: 2006 |
| Budget Classification: | | |
| 0966-220-373-7727-5410 | \$417,341.00 | Source of Funds: IDEA |
| 0966-220-680-7727-5410 | \$460,140.00 | Source of Funds: IDEA |
| 0966-220-742-7727-5410 | \$ 60,000.00 | Source of Funds: IDEA |
| Charge to: Office of Specialized Services | \$937,481.00 | Fiscal Year: 2007 |
| Budget Classification: | | |
| 0966-220-436-7727-5410 | \$477,341.00 | Source of Funds: IDEA |
| 0966-220-734-7727-5410 | \$460,140.00 | Source of Funds: IDEA |
| Charge to: Various School Units | \$6,050,000.00 | Fiscal Year: 2008 |
| Budget Classification: | | |
| Various School Units | | |
| 11670-220-54125-221010-462041* | \$3,300,000.00 | Source of Funds: IDEA |
| 11670-220-54125-221010-463511* | \$2,750,000.00 | Source of Funds: IDEA |
| Charge to: Various School Units | \$6,050,000.00 | Fiscal Year: 2009 |
| Budget Classification: | | |
| Various School Units | | |
| 11670-220-54125-221010-462044* | \$3,300,000.00 | Source of Funds: IDEA |
| Various School Units | | |
| 11670-220-54125-221010-463512* | \$2,750,000.00 | Source of Funds: IDEA |
| Charge to: Various School Units | \$6,050,000.00 | Fiscal Year: 2010 |
| Budget Classification: | | |
| Various School Units | | |
| 11670-220-54125-221010-462041* | \$3,300,000.00 | Source of Funds: IDEA |
| Various School Units | | |
| 11670-220-54125-221010-463511* | \$2,750,000.00 | Source of Funds: IDEA |
| Charge to: Various School Units | \$6,050,000.00 | Fiscal Year: 2011 |
| Budget Classification: | | |
| Various School Units | | |
| 11670-220-57940-221010-462047* | \$3,300,000.00 | Source of Funds: IDEA |
| Various School Units | | |
| 11670-220-57940-221010-463513* | \$2,750,000.00 | Source of Funds: IDEA |

Charge to: Various School Units \$6,050,000.00 Fiscal Year 2012
 Budget Classification:
 Various School Units
 11670-220-57940-221010-462056* \$3,300,000.00 Source of Funds: IDEA
 Various School Units
 11670-220-57940-221010-463515* ~~\$2,750,000.00~~ 250,000.00 Source of Funds: IDEA

*Grant numbers subject to change with each fiscal year

Note: Financial Provision subject to appropriation and approved LRE plans.

GENERAL CONDITIONS REGARDING PRE-QUALIFIED VENDOR PROGRAMS:

All pre-qualified vendors shall be required to enter into the Board's standard master agreement, which master agreement shall specifically identify the services to be provided by each vendor and shall include other basic contractual terms and conditions as deemed appropriate by the General Counsel.

The Chief Purchasing Officer shall monitor all purchase orders, or such other documents as required, for User Groups to utilize the pre-qualified vendors to ensure that the program remains within its budgetary limitations.

User Groups may only utilize a pre-qualified vendor for those services for which such vendor has been pre-qualified and are identified in such vendor's master agreement. The Chief Purchasing Officer shall prepare a directory or other such type of listing to be distributed to all User Groups which specifies the types of services for which each vendor has been pre-qualified.

Pursuant to Board Rule 5-10.2, the Chief Purchasing Officer shall submit a quarterly Board Report which reports expenditures made during the previous quarter to pre-qualified vendors including an accounting and reconciliation of such expenditures to individual vendors against the total expenditure authorized for the applicable pre-qualified pool of vendors.

The Chief Purchasing Officer shall impose financial limits on the use of pre-qualified vendors, including limits on the amount each User Group may purchase from a vendor under the pre-qualified program and the total amount of compensation paid to any one vendor during the term of the pre-qualification program. Financial limitations shall be imposed based upon the following categories of services: (i) For those services which are substantial in nature, re-occurring or of a type from past experience which will involve a high threshold of expenditures, the Chief Purchasing Officer may impose financial limitations as deemed necessary; and (ii) For those services which are routine in nature and will not involve a high threshold of expenditures, the Chief Purchasing Officer shall impose financial limits per User Group and per vendor. Any request to exceed any imposed financial limitations shall require additional Board approval.

The Chief Purchasing Officer shall develop guidelines regarding the imposition of financial limitations on newly pre-qualified vendors or previous vendors of the Board who are now being pre-qualified to perform new or different services, with a corresponding periodic evaluation of such vendor's performance to allow for an increase in such vendors financial limitation due to satisfactory performance ratings.

GENERAL CONDITIONS:

Inspector General -- Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts -- The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness -- The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics -- The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability -- The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Exhibit A

1. **DELETED** (Board Report 02-0724-AR02)
2. **Atherton, Lynda *** (WBE)
1018 Ashley Drive
DeKalb, IL 60115
815/758-2798
Vendor # 93576
RFQ
Contact Person: Lynda Atherton
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.
3. **DELETED** (Board Report 06-0823-PR21)
4. **DELETED** (Board Report 07-1114-PR20)
5. **DELETED** (Board Report 02-0724-AR02)
6. **DELETED** (Board Report 06-0823-PR21)
7. **DELETED** (Board Report 02-0724-AR02)
8. **Carroll, Margaret Kelly** (WBE)
Saint Xavier University
12738 S. Maple Ave
Blue Island, IL 60406
773/298-3000
Vendor # 70622
RFQ
Contact Person: Margaret Kelly Carroll
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.
9. **DELETED** (Board Report 07-1114-PR20)
10. **DELETED** (Board Report 08-0602-PR55)
11. **Davis & Davis (AA)**
5117 Farrell Ave.
Fairfield, AL 35064
Vendor # 41051
RFQ
Contact Person: John Davis
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
12. **DELETED** (Board Report 06-0826-PR21)
13. **DePaul University - School of New Learning***
25 East Jackson Boulevard
Chicago, Illinois 60604
312/362-5155
Vendor # 37159
RFQ
Contact Person: Barbara Radner
Scope of Services: Provides an integrated instructional process that addresses student learning problems. Provides consultation and Plan design and provides staff teaming curricular adaptations, modifications and parent involvement.

14. **Dolezal, Renee Cargerman, Ph.D. (WBE)**
 1960 N. Lincoln Park West, Suite 31
 Chicago, Illinois 60614
 773/348-6667
Vendor # 32323
RFQ

Contact Person: Renee Cargerman Dolezal, Ph.D.
 Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

15. **DELETED** (Board Report 07-1114-PR20)
 16. **DELETED** (Board Report 07-1114-PR20)
 17. **DELETED** (Board Report 02-0724-AR02)
 18. **DELETED** (Board Report 04-0526-PR52)
 19. **DELETED** (Board Report 04-0526-PR52)
 20. **DELETED** (Board Report 06-0823-PR21)
 21. **DELETED** (Board Report 02-0724-AR02)

22. **Grace Production Academy (AA)**
 2970 N. Lake Shore Dr. Unit 17D
 Chicago, IL 60657
 773/593-5048
Vendor # 14149
RFQ

Contact Person: Natalie L. Allen
 Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

23. **DELETED** (Board Report 05-1221-PR21)

24. **Hammonds, Yvonne * (AA)**
 5521 W. Haddon Ave.
 Chicago, IL 60651
 708/660-9811
Vendor # 91127
RFQ

Contact Person: Yvonne Hammonds
 Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

25. **DELETED** (Board Report 02-0724-AR02)

26. **Jackson, Monica R. (AA)**
(Project Pride)
 4800 S. Chicago Beach Drive
 Apt. 1908 South
 Chicago, IL 60615
 Phone: 773-624-0320
 Fax: 773-610-2020
Vendor # 51949
RFQ

Contact Person: Monica R. Jackson
 Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

27. **Patricia Kubistal, d/b/a Lenz & Associates * (WBE)**
 5111 N. Oakley Avenue
 Chicago, Illinois 60625
 773/721-6309
Vendor # 30589
RFQ

Scope of Services: Provides consultation in curricular modification and adaptations, educational strategies and methodology to students in the LRE through staff training, technical assistance and classroom.

28. **Lerner, Janet W. (WBE)**
 823 Ingleside Place
 Evanston, IL 60201
 847/475-3437
Vendor # 92407
RFQ

Contact Person: Janet W. Lerner

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

29. **DELETED** (Board Report 06-0823-PR21)
 30. **DELETED** (Board Report 04-0526-PR52)
 31. **DELETED** (Board Report 06-0823-PR21)
 32. **DELETED** (Board Report 07-1114-PR20)
 33. **DELETED** (Board Report 07-1114-PR20)
 34. **DELETED** (Board Report 02-0724-AR02)
 35. **DELETED** (Board Report 05-1221-PR21)
 36. **DELETED** (Board Report 07-1114-PR20)
 37. **Northeastern Illinois University ***
 5500 North St. Louis Avenue
 Chicago, Illinois 60625
 312/733-7330
Vendor # 29483
RFQ

Contact Person: Jan Alexander

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, curricular modifications and adaptations, transition services for staff and parents, and classroom and behavior management.

38. **Owen, Valerie * (WBE)**
 108 North Wille Street
 Mt. Prospect, Illinois 60056
 847-577-2452
Vendor # 51172
RFQ

Contact Person: Valerie Owen

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

39. **DELETED** (Board Report 07-1114-PR20)
 40. **DELETED** (Board Report 06-0823-PR21)

41. **Pinacle Therapeutic Services * (NM)**
505 North Lake Shore Drive, Suite 1307
Chicago, IL 60611
773/779-5937 or 312/245-9230
Vendor # 40811
RFQ
Contact Person: Dorothy C. Straughter
Scope of Services: Provides consultation and staff development in curricular modifications and adaptations educational and strategies and methodology to maintain students in the LRE and School Based Problem Solving interventions.
42. **School Association for Special Education in DuPage County (S.A.S.E.D.)**
Project CHOICES * (WBE)
1590 S Fairfield Avenue
Lombard, IL 60148
630/629-0551
Vendor # 60928
RFQ
Contact Person: Pandora Taylor and Julie Schackmann
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.
43. **DELETED (Board Report 07-0627-PR42)**
44. **Quest Center (WBE)**
222 Merchandise Mart Plaza
Suite #400
Chicago, Illinois 60654-1016
312/329-6271
Vendor # 18452
RFQ
Contact Person: Connee R. Fitch-Blanks
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.
45. **Reese, Estella Marie * (AA)**
9321 S. Jeffrey
Chicago, IL 60617
773/734-3255
Vendor # 29239
RFQ
Contact Person: Estella Reese
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.
46. **DELETED (Board Report 06-0823-PR21)**
47. **DELETED (Board Report 08-0602-PR55)**
48. **Sixsmith, Elizabeth (WBE)**
1101 Langley Circle
Naperville, IL 60563
630/375-3185
Vendor # 23354
RFQ
Contact Person: Betty Sixsmith
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

- 49. **DELETED** (Board Report 07-1114-PR20)
- 50. **DELETED** (Board Report 06-0823-PR21)
- 51. **DELETED** (Board Report 07-1114-PR20)
- 52. **DELETED** (Board Report 10-0324-PR18)
- 53. **DELETED** (Board Report 06-0823-PR21)
- 54. **DELETED** (Board Report 06-0823-PR21)
- 55. **DELETED** (Board Report 06-0823-PR21)
- 56. **DELETED** (Board Report 10-0324-PR18)
- 57. **DELETED** (Board Report 08-0602-PR55)
- 58. **DELETED** (Board Report 08-0602-PR55)
- 59. **DELETED** (Board Report 05-1221-PR21)
- 60. **DELETED** (Board Report 06-0823-PR21)
- 61. **DELETED** (Board Report 08-0602-PR55)

62. **Ellis, Herbert G. (AA)**
 3025 Lawrence Crescent
 Flossmoor, Illinois 60422
 708-957-3699
Vendor # 52027
RFQ

Contact Person: Herbert Ellis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

63. **Ellis, Nancy (WBE)**
 6700 South Crandon, Unit 7A
 Chicago, Illinois 60649
 773-288-7062
Vendor # 62090
ISBE, RFQ

Contact Person: Nancy Ellis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 64. **DELETED** (Board Report 08-0602-PR55)
- 65. **DELETED** (Board Report 05-1221-PR21)
- 66. **DELETED** (Board Report 07-1114-PR20)
- 67. **DELETED** (Board Report 06-0823-PR21)
- 68. **DELETED** (Board Report 07-1114-PR20)

69. **Management Planning Institute (AA) (WBE)**
11070 South Western Avenue
Chicago, Illinois 60643
773-239-9700
Vendor # 40810
RFQ
Contact: Dr. George E. Smith
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
70. **DELETED (Board Report 05-1221-PR21)**
71. **DELETED (Board Report 07-1114-PR20)**
72. **DELETED (Board Report 07-1114-PR20)**
73. **Nessner, John F. (NM)**
9144 South Damen Avenue
Chicago, Illinois 60620
773-239-8960
Vendor # 15389
RFQ
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
74. **DELETED (Board Report 07-1114-PR20)**
75. **DELETED (Board Report 07-1114-PR20)**
76. **Rush Neurobehavioral Center (NM)**
9711 North Skokie Boulevard
Skokie, Illinois 60076
847-933-9339
Vendor # 33609
RFQ
Contact Person: Georgia Bozeday, Ed.D.
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
77. **Rutherford, Paula (WBE)**
2214 King Street
Alexandria, Virginia 22301
703/535-5431
Vendor # 81571
ISBE
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
78. **DELETED (Board Report 06-0823-PR21)**

79. **Schwarz, Patrick A. (NM)**
122 South East Avenue
Oak Park, Illinois 60302
708/383-9994
Vendor # 36081
ISBE
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, co-laboration, co-teaching and educational strategies.
80. **DELETED** (Board Report 05-1221-PR21)
81. **DELETED** (Board Report 05-1221-PR21)
82. **DELETED** (Board Report 10-0324-PR18)
83. **Wells-White, Ed.D., Eunice (WMB)**
Accountability Systems
989 Wingate Road
Olympia Fields, Illinois 60461
708-503-0684
Vendor # 84499
RFQ
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies
84. **Youth Guidance (WBE)**
122 South Michigan Ave, Suite 1510
Chicago, IL 60603
312-253-4900
Vendor # 11060
RFQ
Contact Person: Michelle Morrison
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies
85. **Bonahan, Hank**
19544 103rd Street
Bristol, WI 53104
312-915-7099 or 773-633-5317
Vendor # 35948
ISBE
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
86. **DELETED** (Board Report 06-0823-PR21)
87. **DELETED** (Board Report 07-0627-PR42)

88. **Dulle, Paul J.**
United Cerebral Palsy of Greater Chicago
7550 W. 183rd Street
Tinley Park, IL 60477
708-444-4203 ext. 226
Vendor # 31714
ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

89. **Fenning, Pamela A., Ph.D.**
3470 University Avenue
Highland Park, IL 60035
312-915-6803
Vendor # 92709
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

90. **Beverly Y. Gatewood-Hall**
8435 South Kimbark Avenue
Chicago, IL 60619
773-374-6818
Vendor # 98981
RFQ

Pursuant to Board Report #07-1114-PR23,
Beverly Y. Gatewood-Hall shall be permitted to
assign her Master Agreement for LRE Consulting
Services, as amended, to:

Scope of Services: Provides consultation
training in behavior management, LRE plan
design, educational methodology and training
in LRE curricular adaptations and modifications,
development on co-teaching, parent involvement
developing goals and objectives, collaboration,
co-teaching, and educational strategies.

BGH Educational Association, Incorporated
8435 South Kimbark Avenue
Chicago, IL 60619
773-374-6818
Vendor # 95922
RFQ

91. **DELETED** (Board Report 06-0823-PR21)

92. **Haller, Geraldine, Ed.D.**
5 N 784 Acacia Lane
Medinah, IL 60157
630-980-5454
Vendor # 95017
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

93. **DELETED** (Board Report 10-0324-PR18)

94. **Lawson, Carl, Ph.D.**
21420 Breton Rd.
Frankfort, IL 60423
815-469-0575
Vendor # 55578
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

95. **DELETED** (Board Report 08-0602-PR55)

96. **DELETED** (Board Report 10-0324-PR18)

97. **DELETED** (Board Report 08-0602-PR55)

98. **Advanced Learning Environments Selinger & Winer**
P.O. Box 126
Flossmoor, IL 60422
708-798-2442/708-925-5156
Vendor # 94999
RFQ

Contact Person: Clare H. Winer

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

99. **Swoope, Frankie, Ed.D.**
3210 Reichert Dr.
Crete, IL 60417
877-836-7693
Vendor # 34833
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

100. **Luseno, Flora**
401 East 32nd Street
Chicago, Illinois 60616
312-567-1352
Vendor # 53006
RFQ

Contact Person: Flora Luseno

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

101. **Bullock, Cheryl**
8901 South Clyde Av
Chicago, Illinois 60617
773-374-3864
Vendor # 20927
RFQ

Contact Person: Cheryl Bullock

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

102. **Brown, Frieda**
1920 Wyndham Circle
Glenview, IL 60025
847/486-8669
Vendor # 91647
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

103. **Kinney & Associates**
2625 Butterfield Rd, Suite 123W
Oak Brook, IL 60523
630/472-9660
Vendor # 19531
RFQ
Contact Person: Cathy Duncan
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
104. **DELETED** (Board Report 07-1114-PR20)
105. **O'Connell, Ann**
1537 Elm Ave.
Northbrook, IL 60062
847/412-0955
Vendor # 97987
ISBE/RFQ
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
106. **McCabe, Maria**
6818 N. Mendota
Chicago, IL 60646
773/631-5334
Vendor # 15486
ISBE/RFQ
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
107. **DELETED** (Board Report 08-0602-PR55)
108. **DELETED** (Board Report 07-1114-PR20)
109. **Crayton, Gwendolyn**
7660 Monroe
Forest Park, IL 60130
708/771-4273
Vendor # 83031
ISBE
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.
110. **Morrow, Sandra L.**
910 S. Michigan Ave. #504
Chicago, IL 60605
312/427-4775
Vendor # 81603
ISBE/RFQ
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

111. **Robbins Harris, Elaine**
Innovative Solutions Consultants
 9757 S. Damen Ave.
 Chicago, IL 60643
 773/779-9942
Vendor # 12337
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

112. **Silvers, Penny, Ed.D.**
 1066 Old Elm Lane
 Glencoe, IL 60022
 847/242-9691
Vendor # 34585
ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

113. **DELETED** (Board Report 08-0602-PR55)

114. **DELETED** (Board Report 08-0602-PR55)

115. **DELETED** (Board Report 08-0602-PR55)

116. **DELETED** (Board Report 10-0324-PR18)

117. **DELETED** (Board Report 07-1114-PR20)

118. **Goldman, Ronda S.**
 13177 Silver Birch Dr
 Huntley, IL 60142
 224/654-2070
Vendor # 64613
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

119. **DELETED** (Board Report 08-0602-PR55)

120. **DELETED** (Board Report 08-0602-PR55)

121. **DELETED** (Board Report 10-0324-PR18)

122. **Clrincoine Ulezi, Nasiah Ed.D.**
 162 Christine Way
 Bolingbrook, IL 60440
 630/400-1356
Vendor # 62211
ISBE

Scope of Services: Provides consultation and training in accommodations and modifications, co-teaching, differentiated instruction, collaboration and educational strategies.

123. **PPES, Inc.**
P.O. Box 626
Oak Park, IL 60303
773/780-7737
Vendor # 37491
ISBE

Contact: Phyllis Porter
Scope of Services: Provides informal interventions such as behavioral management, school-based problem solving, LRE plan design, curricula adaptations, modifications and options, social interaction between disabled and non-disabled students, educational methodology, staff usage and configuration of services, technology options in communications, motor and/or medical needs, LRE strategies as they relate to IEP Development, students needing bilingual special education services, students who are gifted and talented, students with attention deficit disorders and parental involvement in LRE issues.

124. **Perry, Maxine L.**
109 East 89th Place
Chicago, IL 60619
773/783-6228
Vendor # 90505
RFQ

Scopes of Services: Data analysis, IEP content, LRE, co-teaching, differentiated instruction, inclusive practices, learning styles, instructional strategies, accommodations and modifications, behavior/classroom management, school-based problem solving, collaboration/team building, and parent involvement.

125. **DELETED** (Board Report 08-0602-PR55)

Vice President Ruiz abstained on Board Report 11-0727-PR27.

11-0727-PR28

APPROVE ENTERING INTO AN AGREEMENT WITH CITY YEAR, INC FOR IN-SCHOOL AND OUT-OF-SCHOOL MENTORING AND TUTORING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an agreement with City Year, Inc to provide in-school and out-of-school mentoring and tutoring services to fifteen (15) CPS schools at a total cost not to exceed \$1,147,000. This funding amount will cover services to thirteen (13) schools; City Year will obtain outside funding to provide services to two (2) schools. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Purchasing Officer. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2280

VENDOR:

- 1) **Vendor # 31218**
CITY YEAR, INC.
36 S. WABASH., STE 15
CHICAGO, IL 60603-2953
Amanda Resch
312 423-7185

USER INFORMATION:

Contact: 10610 - Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603
Bryant, Mr. Vaughn Derrick
773-553-3011

Contact: 10850 - Student Support Models
125 South Clark Street
Chicago, IL 60603
Gann, Ms. Susan E
773-553-2078

Contact: 10870 - Office of Student Support and Engagement
125 South Clark Street
Chicago, IL 60603
Herrero, Miss Veronica
773-535-5100

Contact: 11010 - Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603
Ligue, Mr. Timothy J
773-553-1070

Contact: 13740 - Office of School Improvement
125 S Clark Street
Chicago, IL 60603
Nelson, Miss Lynne Moore
773-553-5449

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end June 30, 2012. This agreement shall have 2 options to renew for periods of one (1) year each. The cost of the first option period will not exceed \$3,000,000; the cost of the second option will not exceed \$4,200,000

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice

SCOPE OF SERVICES:

City Year will provide in-school and out-of-school programming for approximately 3,190 6th through 9th grade students at fifteen (15) Chicago Public Schools (CPS). Thirteen (13) schools will receive services during the initial term at a cost not to exceed \$1,147,000. City Year will be obtaining outside funding to provide services to two (2) schools. City Year will work towards creating a transformative environment for CPS youth through comprehensive and differentiated academic and behavioral interventions and whole-school programs. City Year will create settings for positive peer relationship and attitudes, provide consistent and caring adult role models, develop academic efficacy, behavioral improvement and increased attendance; increase the graduation pipeline; and support connections between schools and families

DELIVERABLES:

City Year will recruit and enroll 145 corps members; 135 corps members will be assigned in teams of 8-10 (team size depends on school size) to provide in school and after school programming at 15 schools

City Year will serve 3,190 CPS 6th-9th grade students through in-class and whole school Tier 1 activities. Of those students:

675 students in Tier 2 will receive behavior work and attendance work,

945 students in Tier 2 will receive course performance work;

500 students will receive After School Programming.

All 145 corps members working in CPS schools will receive weekly training by City Year to improve their services to CPS youth.

OUTCOMES:

Vendor's services will result in:

Students in City Year's attendance focus group (6-8th grades) will improve an average of 10% over their own attendance at the same point the previous year (10% decrease in days missed);

25% of students in City Year's attendance focus group (9th grade) will attain their particular school's target overall attendance rate;

Students in City Year's behavior focus group will have 60% of teachers and parents report on end of year surveys that their students was "somewhat improved, much improved or very improved" on a Likert scale from the beginning of the year; and

50% of students in City Year's course performance focus group will receive fewer F's in Math and English between marking period 1 and 4

COMPENSATION:

Vendor shall be paid as specified in the agreement, total not to exceed the sum of \$1,147,000.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Education Officer or designee to execute all ancillary documents required to administer or effectuate this agreement

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various units: \$1,147,000 Fiscal Year 2011-2012

Budget Classifications:

| | |
|-------------------------------|-----------|
| 10870-115-54125-119023-000000 | \$336,000 |
| 10615-332-54125-254605-430126 | \$163,000 |
| 13722-336-54125-221033-543517 | \$50,000 |
| 13722-336-54125-221033-543518 | \$50,000 |
| 26141-115-54125-119015-000575 | \$35,000 |
| 23581-115-54125-320020-000575 | \$35,000 |
| 26091-225-54125-320020-000703 | \$35,000 |
| 26611-332-54125-320020-430119 | \$35,000 |
| 26231-225-54125-119068-000703 | \$35,000 |
| 23851-225-54125-119015-000703 | \$35,000 |
| 25341-332-54125-119060-430119 | \$20,000 |
| 25341-225-54125-119067-000703 | \$15,000 |
| 49131-115-54125-119035-000575 | \$63,000 |
| 46151-367-xxxxx-xxxxxx-xxxxxx | \$120,000 |
| 46191-367-xxxxx-xxxxxx-xxxxxx | \$120,000 |

Source of Funds: General Board Funds, Supplemental General State Aid, Title I-Regular, Title I-Comprehensive School Reform, NCLB-Title V Fund

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

11-0727-PR29

**APPROVE AMENDMENT TO CPOR # 11-0328-CPOR-1428-1 CONTRACT WITH
DEPAUL UNIVERSITY TO PROVIDE CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve amendment of the current Agreement with DePaul University (authorized pursuant to 11-0328-CPOR-1428-1) to provide consulting services to the Office Area 15 of the Chicago Public Schools. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR Number 11-0328-CPOR-1428-1.

This amendment to 11-0328-CPOR-1428-1 is necessary to authorize an increase of the spending authority from \$64,331.00 by an additional \$24,000.00, for a total expenditure not to exceed \$88,331.00. The additional funds will allow for services to support implementation of the Area 15 summer school initiative, to be performed by DePaul Center for Urban Education staff members. A written amendment to the Agreement is currently being negotiated. No payments above the initial amount authorized by 11-0328-CPOR-1428-1 shall be made prior to the execution of the amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CPOR Number: 11-0328-CPOR-1428-1

VENDOR:

1) Vendor # 37159
DEPAUL UNIVERSITY
990 W Fullerton, Room 3135
CHICAGO, IL 60614
Barbara Radner
312-362-5155

USER INFORMATION:

Chicago Public Schools
Office of Student Support and Engagement
125 S Clark St
Chicago, IL 60603

Contact
Sophia Kamberos 773-553-3267

ORIGINAL AGREEMENT:

The Original Agreement (authorized by CPOR Number 11-0328-CPOR-1428-1) for a maximum total compensation amount of \$64,331.00 is for a term commencing April 1, 2011, and ending August 31, 2011, with the Board having no options to renew.

EARLY TERMINATION RIGHT

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES

Vendor will assist Area 15 to meet the requirements for training and delivery for a summer school initiative. Services will be overseen by Area 15 in collaboration with the Office of Student Support and Engagement. The services will include the following:

1. Design of curriculum aligned with Common Core for math and literacy grades 5-7
2. Design assessments for formative evaluation.
3. Selection and organization of activities for six-week summer program.
4. Organization and presentation of professional development during six-week session.
5. Evaluation of the implementation and learning outcomes
6. Monitor implementation.
7. Prepare weekly formative evaluation reports

DELIVERABLES

Vendor will provide curriculum development, professional development and training and on-going support for summer learning initiative in Area 15 during the summer of 2011. Vendor will provide documentation of all services rendered with record retention and reporting of services provided.

OUTCOMES

Student Outcomes:

Academic: Increased knowledge and skills in math, reading, writing

Measure: Scantron

Projected gains: 10% for each student

Social-emotional development: Increased collaboration abilities; increased civic engagement

Measures: Self-report; attendance data; discipline referrals

Projected gains: 20% increase in clarity of the value of and ability to collaborate

20% gain in appreciation of and commitment to the community

10% increase in attendance when compared to school year rate

10% reduction in discipline referrals when compared to school year rate

Teacher outcomes:

Increased knowledge of differentiation strategies for instruction and assessment

Increased ability to guide collaborative learning

Increased ability to adjust instruction based on formative assessments

Measures: Analysis of lesson plans
Pre- and Post-assessment

Teacher interpretation and response to formative assessments

Projected Gains:

Content analysis of lesson plans indicates increased application of principles of differentiated instruction, collaborative learning.

Peer analysis of formative assessment interpretation and response indicates application of differentiated instruction to respond to needs.

Leadership Outcomes:

Area 15 Leadership increased capacity to organize middle-school curriculum and instruction that responds to academic and social emotional development needs.

Measure: Adaptation of the structure in planning for middle-school curriculum and instruction in Area 15 schools.

COMPENSATION

The original total compensation amount of \$64,331 will be increased to \$88,331 as authorized herein

REIMBURSABLE EXPENSES

None.

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the written amendment

Authorize the President and Secretary to execute the amendment. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate the amended agreement.

AFFIRMATIVE ACTION

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Area 15: \$88,331

Fiscal Years: 2011-2012

Budget Classification: 06151-332-54105-221067-430112

Source of Funds: Various federal funds

CFDA#: Not Applicable

GENERAL CONDITIONS

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Vice President Ruiz abstained on Board Report 11-0727-PR29.

11-0727-PR30

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SUPPORT SERVICES FOR THE PATHWAYS TO ACCELERATED STUDENT SUCCESS PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors to provide support services to the Office of Student Support and Engagement at a total cost not to exceed \$1,175,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 11-250013

Contract Administrator : Escareno, Miss Masocorro / 773-553-2250

VENDOR:

- 1) Vendor # 34171
SGA YOUTH & FAMILY SERVICES
11 EAST ADAMS SUITE 1500
CHICAGO, IL 60603
Martha Guerrero
312-447-4364
- 2) Vendor # 11060
YOUTH GUIDANCE
122 SOUTH MICHIGAN AVE., STE 1510
CHICAGO, IL 60603
Michelle Morrison
312-253-4900

Area 1

Areas 2 And 3

USER INFORMATION :

Project
Manager: 13722 - Supports for High Risk Populations - Citywide

125 S Clark Street

Chicago, IL 60603

Burke, Mrs. Mary Elizabeth

773-553-2078

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2013. The agreements shall have 2 options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

The Pathways to Accelerated Student Success Program (PASS) is focused on preventing youth from dropping out of school and re-enrolling and supporting students who have recently dropped out of school. PASS is funded by the High School Graduation Initiative Grant from the U.S. Department of Education.

PASS supports the young and under-credited youth for whom traditional credit recovery is insufficient to get back on-track and who are either too young for alternative schools or are trying to re-enroll in school at a time when alternative schools are not accepting new enrollments. PASS will serve 240 current or former students at William R. Harper High School and John Marshall Metropolitan High School. The number of students served and the number of participating schools will be expanded in the future. Selection criteria for participating schools includes historical dropout rates, Area and Principal commitment to program implementation, and the fit between the PASS program and existing dropout prevention interventions.

PASS is an integrated support system that addresses the academic, behavioral, and life situations that result in students dropping out of high school. Each day PASS program participants will receive online instruction and skill development, attend character development or workforce training, and receive personalized supports from student advocates and counselors. Students can enroll in a morning or evening PASS session. PASS is an intensive intervention available for the students that do not respond to the existing whole school and group level dropout prevention interventions

Vendors shall provide services in one or more of the following areas; the areas awarded to each Vendor are indicated on the attached list of Vendors:

Area 1: Behavioral Supports. Individual and group counseling services for PASS program participants and students at-risk of dropping out of school.

Area 2: Character Development Training. Small group instruction in life skills required for academic success and overcoming barriers to graduation.

Area 3: Workforce Development. Small group instruction in career planning, employability skill development, and job readiness training and support for locating internship and employment opportunities.

DELIVERABLES:

Area 1: Behavioral Supports

- Needs assessment and student support plans
- Individual and group counseling supports

Area 2: Character Development Training

- Evidence based curriculum
- Pre and post assessment process
- Weekly student progress reports

Area 3: Workforce Development

- Evidence based curriculum
- Pre and post assessments
- Weekly student progress reports
- Linkages to paid internships and job placement services

OUTCOMES:

Vendors' services will result in retention of recent dropouts, improvements in school attendance rates, decrease in behavioral referrals, and achievement in character development skill development and workforce readiness.

COMPENSATION:

Vendors shall be paid as specified in their respective contract; total not to exceed the sum of \$1,175,000 in the aggregate for all Vendors.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Officer of Student Support and Engagement to execute all ancillary documents required to administer or effectuate the agreements

AFFIRMATIVE ACTION:

Pursuant to section 5.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Service Contracts, a determination will be made as to when transaction should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers are not-for-profit organizations.

LSC REVIEW:

Not applicable to this board report.

FINANCIAL:

Source of Funds: High School Graduation Initiative Grant from U.S. Department of Education

13722-324-54125-221021-511240-2012

\$1,175,000.00

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-PR31

RATIFY EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF RESPONSE TO INTERVENTION SERVICES (RTI)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to renew the agreements with various vendors for the purchase of Response to Intervention (RTI) materials and services for District 299 at an aggregate cost not to exceed \$5,000,000.00. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during this option period prior to execution of their written renewal agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250007

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2250

USER INFORMATION :

Contact:
10830 - Citywide - Office of Teaching & Learning
125 S Clark Street, 11th Floor
Chicago, IL 60603
Gioiosa, Miss Carmen
773-553-5060

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 10-0428-PR40 as amended by Board Report 10-0922-PR) in the aggregate amount of \$30,000,000.00 were for a term commencing July 1, 2010, and ending June 30, 2011, with the Board having 2 options to renew for 1 year terms. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposals (Specification No. 10-250007).

OPTION PERIOD:

The term of each agreement is being renewed for 1 year commencing July 1, 2011, and ending June 30, 2012.

OPTION PERIODS REMAINING:

There is 1 option period for 1 year remaining.

DETAIL OF SERVICES:

Response to Intervention ("RTI") is an ongoing process of using data to guide instruction and intervention decisions for ALL students. It is part of a multi-tiered model of prevention and interventions, and uses all educational resources to address student needs. RTI matches instructional and intervention strategies and supports with student needs in an informed, ongoing approach for planning, implementing, and evaluating the effectiveness of curricular supports and interventions. The goal of RTI is to ensure that all general education students who are not responding to instruction in our reading and mathematics curricula have access to additional support opportunities.

RTI is federally authorized and state mandated beginning the 2010-2011 school year.

Description of State Mandate: Illinois' special education rules at 23 Illinois Administrative Code 226.130 (effective June 28, 2007) provide the legal structure for the implementation of Response to Intervention (RTI) in districts across the state. In accordance with the state rules cited above, beginning no later than the 2010-2011 school year, school districts in Illinois are required to use a process that determines how a student responds to scientific, research-based interventions (RTI).

Description of Federal Mandate: The Individuals with Disabilities Education Improvement Act, 20 U S C 1414(b)(6) and its implementing regulations at 34 CFR 300.307(a)(2) allow a state education agency to adopt criteria for determining whether a student has a specific learning disability by permitting the use of a process that determines how a student responds to scientific, research-based interventions. Given the district's diversity, multiple vendors offer schools the opportunity to choose the solutions that best fit their needs and provide both principals and CAOs a menu of supports. Principals and CAOs have the option to select any products on the approved menu and allocate appropriate funds for their purchase from their respective budgets.

SCOPE OF SERVICES:

Vendors shall continue to provide intervention materials, professional development, and/or support services in the content areas of reading and mathematics to schools for grades K through 12. Schools and Ares will have the option to choose vendors from our menu of supports in the following categories to implement intervention programs, Curriculum Based Measurement of Growth ("CBM"), Screening Assessment, and/or Diagnostic Assessment. Vendors shall provide a set of tools that help identify at-risk and/or struggling students; sets of interventions that support the academic achievement of those students; and ways to monitor the progress of all students, including those receiving intervention supports.

OUTCOMES:

Vendors' services will result in: 1) Tier II and/or Tier III interventions that substantially increase the reading and mathematics proficiency of students in grades K-12, in particular, those students who are three or more years below grade level; 2) A Curriculum Based Measurement of Growth ("CBM") that can accurately capture student progress; 3) Screening assessments that can accurately identify students that are not successfully absorbing key reading and/or mathematic concepts; and 4) Diagnostic assessments that can accurately pinpoint the student's specific issue that inhibits their ability to successfully absorb key reading and/or mathematics concepts.

COMPENSATION:

Vendors shall be paid in accordance with the pricing set forth in their renewal agreement, total for all vendors during this option period not to exceed the aggregate sum of \$5,000,000.00

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Executive Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

The M/WBE participation goals for this contract include: 10% total MBE and 5% total WBE. Pursuant to the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the per contract and category goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various Schools and Office of Teaching and Learning
Budget Classification: Various
Fiscal Year: 2012

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|---|--|
| <p>1) Vendor # 12499 ACHIEVE 3000 1091 RIVER AVENUE LAKEWOOD, NJ 08701 Pam Anderson 732-367-5505</p> | <p>5) Vendor # 22719 CATAPULT LEARNING WEST, LLC 420 N MAY CHICAGO, IL 60622 Kathleen Donovan 800-627-4276</p> |
| <p>2) Vendor # 92035 AMERICA'S CHOICE, INC 1919 M STREET, NW, STE 310 WASHINGTON, DC 20036 Pat WhiteAker 202-783-3668</p> | <p>6) Vendor # 19482 GREENWOOD PUBLISHING DBA HEINEMANN 361 HANOVER STREET PORTSMOUTH, NH 03801 Lori P. Lampert 800-541-2086</p> |
| <p>3) Vendor # 96341 CAMBIUM LEARNING, INC 4185 SALAZAR WAY FREDERICK, CO 80504 Erin Ramsey 303-774-7729</p> | <p>7) Vendor # 39562 HEADSPROUT, INC 127 BROADWAY AVENUE EAST, SUITE 200 SEATTLE, WA 98102 Kimberley Bynoe 206-329-3660</p> |
| <p>4) Vendor # 31207 CARNEGIE LEARNING, INC. 437 GRANT STREET PITTSBURGH, PA 15219 David Hart 888-851-7094</p> | <p>8) Vendor # 13240 HOUGHTON MIFFLIN HARCOURT 222 BERKELEY STREET BOSTON, MA 02116 Laura Rockefeller 617-351-5000</p> |

- | | |
|--|---|
| <p>9) Vendor # 27537</p> <p>CENTER RESOURCES FOR TEACHING AND LEARNING, THE</p> <p>2626 S. CLEARBROOK DR.</p> <p>ARLINGTON HEIGHTS, IL 60005</p> <p>Lynn Newhart</p> <p>224-366-8500</p> | <p>14) Vendor # 14970</p> <p>SCHOLASTIC, INC. 1</p> <p>557 BROADWAY</p> <p>NEW YORK, NY 10012</p> <p>Joe Welty</p> <p>630-523-5138</p> |
| <p>10) Vendor # 12230</p> <p>MCGRAW HILL COMPANIES</p> <p>8787 ORION PLACE</p> <p>COLUMBUS, OH 43240</p> <p>Ardena White</p> <p>313-622-3362</p> | <p>15) Vendor # 12990</p> <p>WIRELESS GENERATION, INC</p> <p>55 WASHINGTON ST . STE 900</p> <p>BROOKLYN, NY 11201-1071</p> <p>Patrick Smith</p> <p>212-796-2204</p> |
| <p>11) Vendor # 35872</p> <p>PEARSON EDUCATION, INC</p> <p>PO BOX 2500</p> <p>Lebanon, IN 46052</p> <p>James Lippe</p> <p>1-800-876-5507</p> | |
| <p>12) Vendor # 63211</p> <p>PIONEER VALLEY EDUCATIONAL PRESS, INC.</p> <p>31 HIDDEN MEADOW ROAD</p> <p>AMHERST, MA 01002</p> <p>Lauri Yanis</p> <p>888-482-3902</p> | |

Vice President Ruiz abstained on Board Report 11-0727-PR31.

11-0727-PR32

APPROVE ENTERING INTO AN AGREEMENT WITH CHARLES VENEGONI ASSOCIATES FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Charles Venegoni & Associates to provide consulting services to Department of Teaching and Learning at a total cost not to exceed \$379,500.00. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Purchasing Officer. Charles Venegoni and Associates is a sole source provider with unique and high specialized credentials and qualifications, offering services, materials, and intellectual property value. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 97146
CHARLES VENEGONI AND ASSOCIATES
3814 WINSTON LANE
HOFFMAN ESTATES, IL 60192
Charles Venegoni
847-975-5187

USER INFORMATION :

Project
Manager: 10835 - Office of Teaching & Learning

125 S Clark Street, 11th Floor

Chicago, IL 60603

Franzke, Mr. Jason P

773-553-5235

TERM:

The term of this agreement shall commence on August 1, 2011, and shall end June 30, 2012. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Charles Venegoni and Associates will provide professional development and educational consulting to Chicago Public Schools and the Office of Teaching and Learning. These services will be delivered according to the entities' experience with the Curriculum Framework Project Model (CFP) that informs the services. The Curriculum Framework Project (CFP) Model, provides clear, structural direction for engaging a school faculty and staff in the delivery of an instructional program designed to produce the highest possible levels of measurable ACT performance.

21 school principals will receive customized on-going consulting services related to aligning schedules and programs to College Readiness Standards, supervising teachers in the implementation of this model, school-wide progress monitoring, and Professional Learning Community strategies. Schools will be organized into four cohorts.

Teachers and staff at 21 high schools will receive a full year of customized, content-specific professional development in core subject areas, including a summer 3 day institute, monthly professional development by successfully CFP practitioners, plus on-going consultant services in content areas and leadership (Core subject areas include English, Social Studies, Science, and Mathematics. Some schools will opt to include additional program teachers such as fine arts, world languages, and agricultural sciences in the training.)

Six subject-area CFP specialists will engage all participating schools in the Chicago CFP model in a cross-school professional learning community to building capacity within CPS for high-quality differentiated, standards-based instruction and teacher leadership.

Participating Schools: Foreman, Julian, Kennedy, North Lawndale College Prep, TEAM Englewood, Wells, Westinghouse College Prep, Schurz, Marine, Tilden, Chicago Arts, UNO (Garcia), Hancock, Farragut, Brooks College Prep., Jones College Prep., Lindblom College Prep., Chicago Agricultural High School, Al Raby, South Shore, Uplift (Estimated Total Number of Teachers: 1400 - Estimated Total Number of Students: 14,470)

DELIVERABLES:

- 62 hours per teacher of subject-specific professional development delivered by expert practitioner in core subject areas, delivered to four separate cohorts outside of school hours.
- Programs and schedules aligned to College Readiness Standards at School Wide and course level
- Access to tools that support the Curriculum Framework Model, including College Readiness Standard-aligned intellectual property of Charles Venegoni and Associates (Classroom-specific tools, including curriculum unit planners, sample lessons, sample interdisciplinary plans).
- Ongoing consulting services for principals, leadership teams and individual teachers throughout implementation.
- Data analysis per participating school.
- Quarterly implementation status reports.
- Training in and samples of benchmark assessments and corresponding data analysis.

OUTCOMES:

Vendor's services will result in re-structuring, design, and delivery of secondary instruction

- Develop the capacity of department leaders and administrators to co-lead the adaptation of the framework at their school.

- Systematized time for grade-level and content-specific teamwork.
- Identified goals, strategies, classroom assessments and tracking tools to be used on a daily or weekly basis by the team to document progress and modify practice to increase the learning of all students to expected growth.
- Established sequenced curriculum based on the College Readiness Standards aligned both in skills and content across grades and across courses.
- Increased school leader capacity to ensure that every teacher in the school is engaged and mastering a wide and deep range of instructional practices as well as communicating to parents and students the skills programming focus within a common core curriculum.

COMPENSATION:

One year of Professional development and consulting services for up to 21 schools for a total not to exceed \$379,500.00., at rates to be set out in the written agreement. See attached Cost Analysis for details.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement
Authorize the President and Secretary to execute the agreement. Authorize Chief Officer of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement includes: 25% total MBE and 5% total WBE participation
However, the Waiver Review Committee recommends a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the scope of services for this agreement is not further divisible

The Vendor has identified and scheduled the following participation:

Total WBE - 5%

Andrea Wells
77 Hancock St., Apt. 12A
Cambridge, MA 02139

Marybeth Sison
440 Avebury Court
Roselle, IL 60172

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge To: Teaching and Learning
Budget Classification: 13732-115-54125-XXXXXX-000000
Amount: \$379,500.00
Fiscal Year: 2012

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Vitale indicated that if there were no objections, Board Reports 11-0727-PR1 through 11-0727-PR32 with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared, Board Reports 11-0727-PR1 through 11-0727-PR32 adopted.

11-0727-OP2

**AMEND BOARD REPORT 11-0525-OP5
APPROVE ENTERING INTO A LEASE AGREEMENT WITH
MESSIAH LUTHERAN CHURCH AND SCHOOL
TO RELIEVE OVERCROWDING AT SMYSER ELEMENTARY**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with Messiah Lutheran Church and School for a school building to relieve overcrowding at Smyser Elementary School, located at 4310 North Melvina Avenue. The proposed leased premises are is located at 6200 West Patterson Avenue. The Board shall not take possession of the premises prior to execution of the agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to the lease agreement is stated below

This July 2011 amendment is necessary to: (1) change the commencement date from July 1, 2011, to August 1, 2011, to accommodate the Landlord's schedule, (2) clarify the number of parking spaces the school shall be allowed to use, (3) clarify that the initial deposit is a lump sum rent payment toward the first year's rent, and (4) revise the General Conditions' Ethics language.

LANDLORD: Messiah Lutheran Church and School
6200 West Patterson Avenue
Chicago, Illinois 60634
Contact: Barbara Lattyak
Phone: (773) 685-2923

TENANT: Board of Education of the City of Chicago

PREMISES: 6200 West Patterson Avenue, Chicago, Illinois (includes entire school building and use of 15 parking spaces ~~let~~ during school hours).

USE: The leased premises are is to be used to relieve overcrowding at Smyser Elementary School.

TERM: The term of the lease shall be ~~for~~ approximately five years, commencing on ~~July~~ August 1, 2011, and ending on June 30, 2016.

EARLY TERMINATION RIGHT: Either the Board or the Landlord may terminate the lease after the third year, upon six months prior written notice to the other party.

RENT: \$192,600 per year.

Year 1 (11 months) A \$42,600 lump sum rent payment ~~deposit~~ is due the first month in addition to the monthly rent payment. The monthly rent payment for the first year 11 months is \$12,500.00.

Years 2-5 \$16,050.00 per month.

ADDITIONAL RENT: The Board shall reimburse landlord or pay service providers directly for the actual cost of electricity, heat, telecommunications, garbage and snow removal, or other services reasonably necessary to operate the building. The additional rent is estimated to be \$70,000.00 annually

IMPROVEMENTS: The Board shall have the right to make improvements to the premises, if necessary, with the consent of the Landlord.

OPERATION & MAINTENANCE: The Board shall provide janitorial services and normal maintenance.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: The total amount of rent to be paid over the 5-year term is \$950,500.00, with estimated additional rent not to exceed \$350,000.00.

Charge to Operations: \$262,600.00 Fiscal Year: 2012

Budget Classification: 11910-230-57705-254903-000000-2012

Source of Funds: Operating

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the *Inspector General of the Chicago Board of Education has the authority to conduct certain investigations* and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted ~~September 27, 1995 (95-0927-RU3)~~ May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-OP3

AMEND BOARD REPORT 11-0622-OP7
APPROVE NEW LEASE AGREEMENT WITH
URBAN PREP CHARTER ACADEMY FOR YOUNG MEN HIGH SCHOOL-SOUTH SHORE CAMPUS
FOR LEASE OF THE WILLIAMS MULTIPLEX
LOCATED AT 2710 SOUTH DEARBORN STREET

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a new lease agreement with **Urban Prep Academy for Young Men High School – South Shore Campus**, as tenant, for rental of the **Williams Multiplex** located at 2710 South Dearborn Street, Chicago, Illinois to use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report

This July 2011 Board Report is necessary to correctly describe the Premises to be leased to Tenant. Tenant shall share the Premises with Williams Multiplex Elementary School and Williams Preparatory Academy Middle School.

TENANT: Urban Prep Charter Academy for Young Men High School – South Shore Campus
420 North Wabash Avenue, Suite 203
Chicago, IL 60611
Phone: (312) 276-0259
Contact Person: Tim King, Founder and Chief Executive Officer

LANDLORD: Board of Education of the City of Chicago

PREMISES: The Premises shall consist of a portion of the Williams Multiplex located at 2710 South Dearborn Street. Tenant shall share the Premises with Williams Multiplex Elementary School and Williams Preparatory Academy Middle School. ~~Tenant shall have sole possession and use of the multiplex and land at the Williams Multiplex located at 2710 South Dearborn Street~~

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

TERM: The lease term shall commence on the date the Lease is fully executed (but no sooner than July 1, 2011) and shall end June 30, 2015. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year

OPERATING EXPENSES: ~~Tenant shall be responsible for determining if some or all Operating Expenses shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase) and Tenant shall pay such Operating Expenses. Tenant shall procure all Operating Services from Landlord. Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase) and Tenant shall pay such Operating Expenses.~~ Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to this Lease.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Rent payable to the General Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted ~~June 23, 2004 (04-0623-PO4)~~ May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

11-0727-EX2

PRINCIPAL CONTRACTS (A)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file a copies of the contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Office of Principal Preparation and Development has verified that the following individuals have met the requirements for eligibility.

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|-------------------|--------------------------------|--|
| Leavelle Abram | Teacher Nicholson | Contract Principal Ericson Area 7 P.N. 120345 Commencing: April 25, 2011 Ending: April 24, 2015 |
| Karen D. Anderson | Assistant Principal J. Ward | Contract Principal J. Ward Area 54 P.N. 118285 Commencing: July 1, 2011 Ending: June 30, 2015 |

| | | |
|------------------|---|---|
| Tatia Beckwith | New employee | Contract Principal Ray Area 54 P.N. 117880 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Michael Beyer | Professional V Office of Performance | Contract Principal Morrill Area 11 P.N. 118954 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Bud Bryant | Assistant Principal Cullen | Contract Principal Cullen Area 18 P.N. 128658 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Timothy Devine | Teacher Northside College Prep | Contract Principal Payton Area 54 P.N. 142014 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Berlinda Fry | Assistant Principal Jenner | Contract Principal Jenner Area 6 P.N. 116225 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Michael Heidkamp | Assistant Principal Tarkington | Contract Principal Greene Area 54 P.N. 121919 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Demetrius Hobson | Principal Intern Office of Human Capital | Contract Principal Henson Area 9 P.N. 146714 Commencing: July 1, 2011 Ending: June 30, 2015 |
| William Klee | Principal Intern Office of Human Capital | Contract Principal Burr Area 6 P.N. 121632 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Beulah McLoyd | Interim Principal M. Clark | Contract Principal M. Clark Area 19 P.N. 125263 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Serena Peterson | Assistant Principal Mcauliffe | Contract Principal Ebinger Area 1 P.N. 112841 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Duane Pitts | Acting Principal Carpenter | Contract Principal Northside Learning Center Area 27 P.N. 3944458 Commencing: July 1, 2011 Ending: June 30, 2015 |

Marcey Sorensen

Interim Principal
Tilden

Contract Principal
Clemente
Area 26
P.N. 443362
Commencing: June 6, 2011
Ending: June 5, 2015

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2011-2012 school budget.

11-0727-EX3

PRINCIPAL CONTRACTS (B)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contracts and terminate on the dates specified in the contracts.

| <u>NAME</u> | <u>FROM</u> | <u>TO</u> |
|-----------------------|---------------------------------|---|
| Eliot J. Konz | Contract Principal Rudolph | Contract Principal Rudolph Area 27 P.N. 394474 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Shirley M. Scott | Contract Principal Ellington | Contract Principal Ellington Area 3 P.N. 299906 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Richard C. Smith, Jr. | Contract Principal Crane | Contract Principal Crane Area 3 P.N. 122034 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Felicia Stewart | Contract Principal Clark | Contract Principal Clark Area 3 P.N. 119124 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Katherine Tobias | Contract Principal Carver | Contract Principal Carver Area 18 P.N. 299731 Commencing: July 1, 2011 Ending: June 30, 2015 |

| | | |
|-----------------|---------------------------------|---|
| Debora Ward | Contract Principal Cleveland | Contract Principal Cleveland Area 1 P.N. 120570 Commencing: July 1, 2011 Ending: June 30, 2015 |
| Carol D. Wilson | Contract Principal Brunson | Contract Principal Brunson Area 3 P.N. 119924 Commencing: July 1, 2011 Ending: June 30, 2015 |

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2011-2012 school budget.

11-0727-ED2

AMEND BOARD REPORT 11-0323-ED4
ADOPT TRACK E CALENDAR FOR 2011-2012 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Adopt the Track E calendar for elementary and high schools for the year 2011- 2012.

This July 2011 amendment is necessary to delete two schools, Dewey and Southshore School of Leadership that will not be on Track E and to add one school, Southshore International College Prep that will be on Track E

DESCRIPTION: The calendar indicates holidays, teacher institute days, professional development days, staff development days and days when schools are closed for extended periods of time.

The 2011-2012 Track E calendar includes 170 pupil attendance days, 4 staff development days for school improvement planning, 3 professional development days, 2 parent-teacher conference days, and 4 teacher institute days.

Two hundred and forty ~~eight~~ seven schools will operate on Track E: See Attached List

The existing five Multi-Track Schools are included in the list of 53 schools that will be adopting the Track E calendar for the 2011-2012 school year.

AFFIRMATIVE ACTION: Not applicable.

LSC REVIEW: LSC review is not applicable to this report.

FINANCIAL: There are one-time incremental costs affiliated with the migration of schools to a Track E calendar schedule caused by loss of efficiency in paired bus routes, additional bus monitors, ~~nutritional~~ nutritional support services and security. In the 2011-2012 school year these costs have been offset with savings derived from the Multi-Track Schools merging to Track E.

GENERAL CONDITIONS: Not applicable.

CHICAGO
PUBLIC
SCHOOLS

CPS

2011-2012
TRACK E CALENDAR
ELEMENTARY AND HIGH SCHOOLS

Terry Murray, Esq.
Claude Brizard
Chief Executive Officer

| AUGUST 2011 - 18 days | | | | | NOVEMBER 2011 - 17 days | | | | | FEBRUARY 2012 - 18 days | | | | | MAY 2012 - 22 days | | | | |
|--------------------------|----|----|----|----|-------------------------|----|----|----|----|-------------------------|----|----|----|----|--------------------|----|----|----|----|
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 | 7 | 8 | 9 | 10 | 11 | 13 | 14 | 15 | 16 | 17 | 7 | 8 | 9 | 10 | 11 |
| 15 | 16 | 17 | 18 | 19 | 14 | 15 | 16 | 17 | 18 | 20 | 21 | 22 | 23 | 24 | 14 | 15 | 16 | 17 | 18 |
| 22 | 23 | 24 | 25 | 26 | 21 | 22 | 23 | 24 | 25 | 27 | 28 | 29 | | | 21 | 22 | 23 | 24 | 25 |
| 29 | 30 | 31 | | | 28 | 29 | 30 | | | | | | | | 28 | 29 | 30 | 31 | |
| SEPTEMBER 2011 - 19 days | | | | | DECEMBER 2011 - 12 days | | | | | MARCH 2012 - 16 days | | | | | JUNE 2012 - 9 days | | | | |
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 6 | 7 | 8 | 9 | 10 | 6 | 7 | 8 | 9 | 10 | 4 | 5 | 6 | 7 | 8 |
| 12 | 13 | 14 | 15 | 16 | 12 | 13 | 14 | 15 | 16 | 12 | 13 | 14 | 15 | 16 | 11 | 12 | 13 | 14 | 15 |
| 19 | 20 | 21 | 22 | 23 | 19 | 20 | 21 | 22 | 23 | 19 | 20 | 21 | 22 | 23 | 18 | 19 | 20 | 21 | 22 |
| 26 | 27 | 28 | 29 | 30 | 26 | 27 | 28 | 29 | 30 | 26 | 27 | 28 | 29 | 30 | 25 | 26 | 27 | 28 | 29 |
| OCTOBER 2011 - 10 days | | | | | JANUARY 2012 - 15 days | | | | | APRIL 2012 - 14 days | | | | | JULY 2012 | | | | |
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 9 | 10 | 11 | 12 | 13 | 9 | 10 | 11 | 12 | 13 | 6 | 7 | 8 | 9 | 10 |
| 17 | 18 | 19 | 20 | 21 | 16 | 17 | 18 | 19 | 20 | 16 | 17 | 18 | 19 | 20 | 13 | 14 | 15 | 16 | 17 |
| 24 | 25 | 26 | 27 | 28 | 23 | 24 | 25 | 26 | 27 | 23 | 24 | 25 | 26 | 27 | 20 | 21 | 22 | 23 | 24 |
| 31 | | | | | 30 | 31 | | | | 30 | | | | | 27 | 28 | 29 | 30 | 31 |

LEGEND

- () School closed - No salary paid // Salary is paid except as provided for by Budgetary Action
 + Teacher Institute Days * Holidays
 Q End of Quarter PH Full Day Parent-Teacher Conference - High School
 # Professional Development Days PE Full Day Parent-Teacher Conference - Elementary School
 Days of non attendance for students e Emergency Days - school in session if student days fall below 170 (summer school would begin and end later as necessary)

BOLD no classes for students; staff development days for School Improvement Planning

*HOLIDAYS 2011-2012

| | | | |
|--|---|-------------|--------------------|
| September 5..... Labor Day | November 24, 25..... Thanksgiving Holiday | February 20 | Presidents Day |
| October 10..... Columbus Day | January 16..... M. L. King's Birthday | March 5 | Pulaski's Birthday |
| November 11..... Veterans Day Observance | February 13..... Lincoln's Birthday | May 28 | Memorial Day |

NOTE: Friday, November 25, 2011 - holiday for office employees

- NEW STUDENT ENROLLMENT** - June 17, 2011 is the deadline for students enrolling for the 2011 - 2012 school year
- CLASSES BEGIN** - Monday, August 8, 2011. Students are scheduled for a full day of school.
- TEACHER INSTITUTE DAYS (+)** - Wednesday, August 3, 2011; Thursday, August 4, 2011; Friday, August 5, 2011; and Wednesday, June 13, 2012. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of other schools institutions or facilities. Teacher Institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#)** - Friday, October 28, 2011; Friday, January 27, 2012; and Friday, April 13, 2012. On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal-directed/ half teacher-directed.
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES)** - Friday, September 2, 2011; Friday, September 30, 2011; Friday, November 18, 2011; and Friday, February 3, 2012.
- PROGRESS REPORT DISTRIBUTION DAYS** - Elementary and High Schools will distribute Student Progress Reports during the 6th week of each marking period on Wednesday, September 14, 2011; Wednesday, December 7, 2011; Wednesday, March 7, 2012 and Wednesday, May 23, 2012.
- REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (PE, PH)** - Elementary Schools on Wednesday, November 2, 2011 and Wednesday, April 18, 2012; high schools are on Thursday, November 3, 2011 and Thursday, April 19, 2012. The elementary school dates are non-attendance days for students in elementary schools. The high school dates are non-attendance for students in high schools.
- REPORT CARD DISTRIBUTION DAYS** - For second marking period, Wednesday, February 1, 2012; for fourth marking period, Thursday, June 14, 2012.
- FALL INTERSESSION** - Schools close at the end of the school day on Thursday, September 29, 2011 and reopen on Monday, October 17, 2011.
- WINTER INTERSESSION** - Schools close at the end of the school day on Friday, December 16, 2011 and reopen on Monday, January 9, 2012.
- SPRING INTERSESSION** - Schools close for students at the end of the school day Friday, March 23, 2012 and reopen on Monday, April 9, 2012.
- GRADUATION DATES** - Elementary graduation may not be held prior to the week of June 11, 2012. High School graduation may not be held prior to Friday, June 8, 2012.
- PRESCHOOL PRE-REGISTRATION AND KINDERGARTEN PRE-REGISTRATION** - The suggested dates are March 19, 2012 thru March 23, 2012.
- SUMMER VACATION** - Schools close for students on Thursday, June 14, 2012.
- The numbers of weeks per quarter are: 1st Quarter 10 weeks - (46 days); 2nd Quarter 10 weeks - (42 days); 3rd Quarter 9 weeks - (40 days); 4th Quarter 9 weeks - (42 days).

2011 – 2012 TRACK E SCHOOLS

BOLD – New Track E Schools for 2011-2012 School Year

- | | | |
|----------------------------------|-------------------------------|---|
| 1. Aldridge | 46. Cook | 89. Fulton |
| 2. Altgeld | 47. Copernicus | 90. Funston |
| 3. Armstrong, Louis | 48. Corkery | 91. Gage Park |
| 4. Ashe | 49. Corliss H.S. | 92. Garvey |
| 5. Avalon Park | 50. Crown Academy | 93. Goldblatt |
| 6. Azuela | 51. Cuffe | 94. Greater Lawndale Social |
| 7. Banneker | 52. Cullen | Justice H.S. |
| 8. Barbara Vick EC | 53. Dale Hales Williams | 95. Greene |
| 9. Barnard | Prep. | 96. Gregory |
| 10. Barton | 54. Daley | 97. Guggenheim |
| 11. Bass | 55. Davis, Miles | 98. Hammond |
| 12. Beard | 56. Delano | 99. Hampton |
| 13. Beethoven | 57. Deneen | 100. Harper H.S. |
| 14. Beidler | 58. DePriest | 101. Harvard |
| 15. Belmont-Cragin | 59. Dett | 102. Hay |
| 16. Bethune | 60. Dewey | 103. Hearst |
| 17. Blair Early Childhood | 60. Dirksen | 104. Hedges |
| 18. Bond | 61. Dixon | 105. Hefferan |
| 19. Bontemps | 62. Dodge | 106. Henderson |
| 20. Brown | 63. Doolittle | 107. Henson |
| 21. Brownell | 64. Drake | 108. Herbert |
| 22. Brunson | 65. Drummond | 109. Hernandez Middle |
| 23. Burke | 66. Dubois | School |
| 24. Burr | 67. Dulles | 110. Heroes |
| 25. Burroughs | 68. Dunne | 111. Herzl |
| 26. Caldwell | 69. Dyett | 112. Higgins |
| 27. Calhoun North | 70. Earhart | 113. Hinton |
| 28. Calmecca | 71. Earle | 114. Hirsch H.S. |
| 29. Cameron | 72. Edwards | 115. Holmes |
| 30. Cardenas | 73. Ellington | 116. Howe |
| 31. Carroll-Rosenwald | 74. Emmet | 117. Hoyne |
| 32. Carson | 75. Esmond | 118. Hughes |
| 33. Carver Elementary | 76. Everett | 119. Hurley |
| 34. Casals | 77. Evergreen Academy | 120. Infinity Math & Science |
| 35. Cassell | 78. Evers | High School |
| 36. Castellanos | 79. Fairfield Academy | 121. Irving |
| 37. Cather | 80. Faraday | 122. Jackson, Mahalia |
| 38. Chalmers | 81. Farnsworth | 123. Jenner |
| 39. Chase | 82. Fenger Achievement | 124. Jensen |
| 40. Chavez | Academy | 125. Johnson |
| 41. Chicago H.S. for | 83. Fenger H.S. | 126. Joplin |
| Agricultural Science | 84. Fernwood | 127. Kanoon |
| 42. Claremont | 85. Finkl | 128. Kellman |
| 43. Clark | 86. Fiske | 129. Kershaw |
| 44. Colemon | 87. Frazier | 130. Key |
| 45. Columbia Explorers | 88. Fuller | 131. King Elementary |

| | | |
|-------------------------------------|---|---|
| 132. Kohn | 173. Nicholson Math & Science | 212. Shoop |
| 133. Kozminski | 174. Nightingale | 213. Smith, Wendell |
| 134. Lafayette | 175. Nobel | 214. Smyth |
| 135. Lara Academy | 176. O'Toole | 215. Songhai |
| 136. Lavizzo | 177. Oglesby | 216. Southshore School of Leadership |
| 137. Lawndale | 178. Overton | <u>216. Southshore International College Prep</u> |
| 138. Lee | 179. Paderewski | 217. Southside Occ. Academy |
| 139. Leland | 180. Park Manor | 218. Spencer |
| 140. Lewis | 181. Parkman | 219. Spry |
| 141. Libby | 182. Parkside | 220. Stagg |
| 142. Lindblom Math & Science | 183. Pasteur | 221. Tanner |
| 143. Little Village | 184. Peace & Education Coalition | 222. TEAM Englewood |
| 144. Lloyd | 185. Peck | 223. Tilden Achievement Academy |
| 145. Lovett | 186. Penn | 224. Tilden H.S. |
| 146. Lowell | 187. Phillip Achievement Academy | 225. Till |
| 147. Madero | 188. Phillips H.S. | 226. Tilton |
| 148. Madison | 189. Piccolo | 227. Tonti |
| 149. Mann | 190. Pickard | 228. Vaughn H S |
| 150. Marquette | 191. Pirie | 229. Volta |
| 151. Mason | 192. Plamondon | 230. Walsh |
| 152. May Elementary | 193. Pope | 231. Ward, Laura |
| 153. Mays | 194. Powell | 232. Webster |
| 154. McCormick | 195. Prescott | 233. Wells Prep. |
| 155. McDowell | 196. Pullman | 234. Wentworth |
| 156. McKay | 197. Raby H.S. | 235. West Park |
| 157. McNair | 198. Randolph | 236. Westcott |
| 158. Melody | 199. Revere | 237. Whistler |
| 159. Metcalfe | 200. Richards H.S. | 238. White |
| 160. Mireles | 201. Robeson Achievement Academy | 239. Whitney |
| 161. Mollison | 202. Robeson H.S. | 240. Williams Multiplex |
| 162. Monroe | 203. Ruggles | 241. Woods Math & Science |
| 163. Monteflore | 204. Ryder | 242. Woodson South |
| 164. Moos | 205. Ryerson | 243. World Language H.S. |
| 165. Morgan | 206. Salazar | 244. Yale |
| 166. Morgan Park H.S. | 207. Sandoval | 245. Yates |
| 167. Morrill | 208. Scammon | 246. Young, Ella Flagg |
| 168. Morton | 209. Schubert | 247. Zapata |
| 169. Mount Vernon | 210. Sherman | |
| 170. Multicultural Arts H.S. | 211. Sherwood | |
| 171. Nash | | |
| 172. National Teachers Academy | | |

11-0727-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to September 28, 2011 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**

1. 09-0722-OP3: Approve Entering into a Master Intergovernmental License Agreement with Chicago Park District for Use of Facilities.
User Group: Office of Real Estate
Services: License Agreement
Status: In negotiations

2. 10-0127-OP1: Amend Board Report 08-0625-OP8: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee/Pasteur Area School.
User Group: Chief Operating Officer
Services: Lease Agreement
Status: In negotiations

3. 10-0623-OP1: Amend Board Report 09-0325-OP3: Approve Entering into a Lease Agreement with the Chicago Park District for Lease of Land Located at the Southeast Corner of Laflin and Monroe Streets.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
4. 10-1027-OP1: Authorize Entering Into a Lease Agreement with a Right of Refusal and Option to Purchase School Facilities at 3633 North California Avenue for a New Audubon Entrepreneurial Academy High School.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
This matter was inadvertently omitted from the June 22, 2011 Rescission Board Report. The extension of the rescission date is ratified to take effect as of that date, thereby extending the rescission date to August 24, 2011.
5. 10-1027-PR9: Approve Entering into a Software License Agreement with Cornodo Group
User Group: Information & Technology Services
Services: Software License Agreement
Status: In negotiations
6. 10-1117-PR18: Amend Board Report 08-0827-PR23: Amend Board Report 05-1026-PR12 Amend Board Report 04-0324-PR20: Approve Entering into an Agreement with Blue Cross Blue Shield of Illinois for Health Care Administration Services.
User Group: Office of Human Capital
Services: Health Care Administration Services
Status: In negotiations
7. 10-1117-PR19: Amend Board Report 08-0827-PR26 Amend Board Report 07-1219-PR19 Approve Exercising the Second Option to Renew the Agreements with United Health Care Insurance Company and United Behavioral Health for Health Maintenance Organization, Behavioral health and Flexible Spending Account Services.
User Group: Office of Human Capital
Services: Behavioral Health and Flexible Spending Account Services
Status: In negotiations
8. 10-1215-OP3: Approve the Second Renewal of the Lease Agreement with Fortunes From A Farr, LLC for Lease of Space at 641 South Plymouth Court for Jones High School
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
9. 10-1215-PR6: Amend Board Report 10-0623-PR17 Approve Exercising the First Option to Renew the Agreement with Versi Fit Software LLC for Dashboard Support and Enhancements
User Group: Information & Technology Services
Services: Dashboard Support and Enhancements
Status: In negotiations
10. 10-1215-PR9: Approve Entering into a Training Services Agreement with the University of Chicago.
User Group: Area 21
Services: Training Services
Status: In negotiations
11. 11-0126-EX9: Amend Board Report 10-0922-EX4: Amend Board Report 10-0728-EX6: Amend Board Report 09-0826-EX7: Amend Board Report 08-0827-EX8: Amend Board Report 08-0602-EX2: Amend Board Report 07-0627-EX7: Approve the Renewal of the Charter School Agreement with the Youth Connection Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
12. 11-0223-PR4: Approve Entering into Agreements with Dell Marketing, L.P., Dell Financial, Sentinel Technologies (CISCO), Inc. and Vion Corporation (Hitachi) for the Purchase and/or Lease of Network Servers.
User Group: Information & Technology Services
Services: Purchase and/or Lease of Network Services
Status: In negotiations
13. 11-0323-EX5: Amend Board Report 09-1123-EX11: Approve the Granting of a Charter and Entering into a Charter School Agreement with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

14. 11-0323-EX8: Approve the Renewal of the Charter School Agreement with Catalyst Schools
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
15. 11-0323-EX9: Approve the Renewal of the Charter School Agreement with Lawndale Educational and Regional Network Charter School, Inc.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
16. 11-0323-EX10: Approve the Renewal of the Charter School Agreement with Providence Englewood School Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
17. 11-0323-EX11: Approve the Establishment of the Prologue Early College and Entering into a School Management and Performance Agreement with Prologue, Inc., and Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: School Management and Performance Agreement
Status: In negotiations
18. 11-0323-PR7: Approve Exercising the First Option to Renew the Pre-Qualification Status of Contractors to Provide Mechanical Contracting Services for the Board of Education
User Group: Facility Operations & Maintenance
Services: Mechanical Contracting Services
Status: In negotiations
19. 11-0427-OP3: Amend Board Report 09-1028-OP3: Amend Board Report 09-0527-OP3 Ratify Entering into a School Food Services Agreement and Approve Entering into a New Lease Agreement with Noble Network of Charter Schools for Lease of a Portion of the Cregier School Building. 2040 W Adams.
User Group: Real Estate
Services: Food Service and Lease Agreement
Status: In negotiations
20. 11-0427-OP4: Amend Board Report 09-1028-OP4: Authorize Entering into a New Lease Agreement with Noble Street Charter School for Use of the Gladstone School Building at 1231 S Damen Avenue.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
21. 11-0427-OP5: Amend Board Report 10-0526-OP1: Amend Board Report 10-0224-OP4 Approve Entering into a New Lease Agreement and School Food Services Agreement with Noble Network of Charter Schools for Rental of the Reed School Building at 6350 S Stewart
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
22. 11-0427-OP7: Approve the Renewal of the Lease Agreement with Radio Shack Corporation for Rental of Space at 125 South Clark St.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
23. 11-0427-PR21: Approve Exercising the First Option to Renew the Agreement with Kronos Incorporated for Software and Hardware Maintenance.
User Group: Information & Technology Services
Services: Software and Hardware Maintenance
Status: In negotiation
24. 11-0427-PR30: Approve Exercising the First Option to Renew the Agreements with Various Auditing Firms for Internal Auditing Services for the School Based Program.
User Group: Department of Audit Services
Services: Internal Auditing Services
Status: In negotiations
25. 11-0427-PR31: Approve Entering into an Agreement with Jefferson Wells International, Inc for Consulting Audit Services.
User Group: Department of Audit Services
Services: Consulting Audit Services
Status: In negotiations

26. 11-0427-PR36: Approve Exercising the Final Option to Renew the Agreement with Accurate Biometrics for Fingerprinting Services.
User Group: Office of Human Capital
Services: Fingerprinting Services
Status: In negotiations

27. 11-0427-PR41: Approve Entering into a Teacher Referral and Support Agreement with Teach for America.
User Group: Office of Human Capital
Services: Teacher Referral and Support
Status: In negotiations

28. 11-0427-PR43: Amend Board Report 11-0126-PR16: Approve Exercising the Second Third Options to Renew the Agreement with Steven Gering for Coordination and Communication Services
User Group: Leadership Development and Support
Services: Coordination and Communication Services
Status: In negotiations

29. 11-0427-PR44: Approve Entering into an Agreement with Metis for Evaluation of the Striving Readers Program.
User Group: Reading and Language Arts
Services: Striving Readers Program
Status: In negotiations

30. 11-0427-PR45: Approve Exercising the First Option to Renew Agreement with Cannon Cochran Management Services, Inc. to Provide Claim Administrative Services
User Group: Risk Management
Services: Claim Administrative Services
Status: In negotiations

31. 11-0427-PR49: Approve Entering into an Agreement with Illinois Caucus for Adolescent Health for Training, Youth Development, and Implementation Services.
User Group: Citywide Special Education Resource
Services: Youth Development and Implementation Services
Status: In negotiations

32. 11-0427-PR59: Approve Extending the Agreement with U.S. Bank National Association for Banking Services.
User Group: Treasury
Services: Banking Services
Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

1. 10-0623-PR22: Approve Entering into an Agreement with Educational Testing Service for the Purchase of Test Materials and Related Services.
User Group: Assignment Design
Services: Purchase of Test Materials
Action: Rescind Board authority in full for failure to execute agreement.

2. 10-0623-PR36: Approve Entering into Agreements with Various Consultants to Provide School and Area Performance Management Services.
User Group: Office of Performance
Services: Performance Management Services for Areas and schools
Action: Rescind Board authority in part as to the following vendors for failure to execute agreement: Houghton Mifflin Harcourt Publishing Co (#4), International Center for Leadership in Education (#6), The Leadership and Learning Center (#7), Targeted Leadership Consulting (#9), Urban Policy Development, LLC (#36).

3. 11-0126-PR3: Approve the Pre-Qualification Status of and Entering into Agreements with Various Contractors to Provide Geotechnical Services.
User Group: Facility Operations and Maintenance
Services: Geotechnical Services
Action: Rescind Board authority in part as to the following vendors for failure to execute agreement: GEI Consultants, Inc. (#4), Material Service Testing, Inc. (#6), and Terracon Consultants, Inc. (#7) for failure to execute agreement.

4. 11-0525-PR28: Approve Entering into an Agreement with the International Exchange Division East China Normal University for Consulting Services for the 2011 Chinese Summer Language Institute Program
User Group: The Office of Language and Cultural Education
Services: Chinese Summer Language Institute
Action: Rescind Board authority in part as to the requirement of a written agreement

President Vitale thereupon declared Board Reports 11-0727-OP2, 11-0727-OP3, 11-0727-EX2, 11-0727-EX3, 11-0727-ED2 and 11-0727-AR1 accepted.

OMNIBUS

At the Regular Board Meeting of July 27, 2011 the foregoing motions, reports and other actions set forth from number 11-0727-MO1 through 11-0727-RS8 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Under the Heading of Unfinished Business from the Regular Board Meeting of June 22, 2011 Board Report 11-0622-PR14 was withdrawn.

Vice President Ruiz abstained on Board Reports 11-0727-AR11, 11-0727-PR2 through 11-0727-PR5, 11-0727-PR11, 11-0727-PR13, 11-0727-PR20, 11-0727-PR23, 11-0727-PR25, 11-0727-PR27, 11-0727-PR29, and 11-0727-PR31.

Ms. Pritzker abstained on Board Reports 11-0727-OP4 and 11-0727-OP1.

ADJOURNMENT

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of July 27, 2011 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran
Secretary

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